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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 7634/2024
RONAK ALI & ORS.

.....Petitioners

Through: Mr. Nikhil Sharma, Mr. Rajeev
Dahiya, Ms. Siddhi Jain, Mr. Harshit
Singhal, Advs.
Petitioners in person.

versus

THE STATE (GOVT OF N.C.T. OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI/IO Yogesh, PS Karol Bagh and SI
Braham P., PS Sultanpuri.
Ms. Wimpy Jasoria, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
05.11.2024

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1. The Present petition has been filed under section 528 BNSS for quashing of FIR No. 396/2022 dated 07.04.2022 registered under Section 498A/406/34 IPC at PS Sultanpuri and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 18.12.2016 in accordance with the Muslim Rites and Ceremonies and one male child namely Abu Hamza (DOB: 28.09.2017) was born out of the said wedlock. However, on account of temperamental differences and mental incompatibility, the parties started living separately and instituted multiple litigations against each other and their respective families including the present FIR.



3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered before the counselling cell, Rohini Courts dated 05.02.2024.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 02.04.2024 as per Muslim rites and ceremonies and MOU cum Settlement deed/Talak-E-Mubarat was signed.
5. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 396/2022 dated 07.04.2022 registered under Section 498A/406/34 IPC at PS Sultanpuri and all the other proceedings emanating therefrom.
6. I have gone through the documents which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the first party has settled all her claim for all her past, present and future alimony etc. whatsoever for herself from the second party and this settlement will be treated as full and final settlement as per the agreed terms and conditions. Both the parties have waived all kind of legal social & other rights in favour of each other.

2. That it is agreed between parties that the husband shall pay to the wife of a sum of Rs 5,00,000/- as full & final settlement against istridhan and dowry, maintenance towards the present and future, Mehar, Iddat) qua this marriage in Three installments by way of DD/Pay order.

3. It is further agreed between the parties that the husband will pay of Rs. 2,00,000/ the feat the time of Divorce as per



Shariat law on or before 05/04/2024 by way of DD/Pay order.

4. It is further agreed between the parties that husband will pay a sum of Rs. 1,50,000/- (One Lakh Fifty Thousand Only) to the wife at the time of withdraw the Maintenance Mt.201/21 and execution case Ex.264/23 which is pending In the court of Mr. Dinesh Bhatt, PJ, (N/W) Family Courts Rohini, by way of DD/Pay order. (On/before 15/05/2024).

5. It is further agreed between the parties that husband (Ronak Ali) will pay Rs 1,50,000/- (One Lakhs Fifty Thousand Only) to the wife at the time of quashing of FIR no. 396/22.u/s 498A,406, & 34IPC, PS Sultan Puri in Hon'ble High Court of Delhi on/before 28/07/24 and wife (Samrin) shall cooperate and sign all the necessary affidavit & do the needful.

6. It is further agreed between the parties that the following matter pending In the court of Ms. Preeti Rajoria. MM Mahila Court Rohini. Shall also be withdraw by the parties:

i. Ct no. 6806/22.N.D.H is 22/04/24.

ii. Ct. No. 5367/22 Ronak Ali v/s Samrin In the court of Ms. Saniya Dalal MM. N/W. Rohini N.D.H is 15/04/2024.

7. There is one child, namely Abu Humza D.O.B. 29/09/2017 from this wedlock, who is living with mother (Samrin). It is further agreed between the parties that the custody will be remain with mother (Samrin), the father (Ronak Ali) will not have any visitation rights in future.

8. That it is agreed between the parties that if either of the parties amount breach or default of this mutually agreed settlement after the recording of statement in the Hon'ble Court, back out, shall give Rs. 10,00,000/- (Rupees Ten Lacs Only) to the other party. It is further understood by the parties for breach of undertaking given to the concerned court of willful/deliberate volition of a consent



order/decreed, the defaulting party will be liable to be punished/penal consequences for contempt if court.

9. It is further agreed between the parties that petitioner will withdraw the case which is pending in the court of Sh. Dinesh Bhatt, Principal Judge, Family Courts N/W Rohini.

10. It is further agreed between the parties that they will withdraw any other complaint/case filed by/against either of the parties in any other Court in Delhi/India.

11. That it has agreed between the parties no one shall interfere in personal life and also no phone calls with each other by any of family members of both the parties. Each party will be at liberty to live its life at its own in future.

12. That if any complaint has been filed by either of the party to this settlement shall be treated as null and void with effect from the date of signing of present settlement.

13. That both the parties undertake not to interfere in the life of each other in future, in any manner whatsoever. No album or photographs/videos, status of the parties shall be misused/posted by any of the parties at any platform like Facebook, Twitter, Whatsapp, instagram and all social media platform and other media etc in any manner whatsoever. If already exists then the same shall be removed at earliest.

14. That the parties hereby declare that they have obtained independent legal advice and they are executing this agreement with their free will, without any force, pressure, coercion, inducement, compulsion, misrepresentation. Mutual & personally required conditions and suggestions have been added in execution of this deed.

15. That the contents of this settlement has been read over and explained in their vernacular language (Hindi) to the parties and they understood the contents and gave their consent freely with free and sound body of mind.



16. That after the execution of this compromise / settlement, both the parties shall have no relation with each other in future after execution of this deed.

17. That this deed will be considered as towards the full and final settlement and after signing of the deed, the first party shall not claim for amount any as maintenance/alimony, past, present or future for herself and it is full and final settlement.

18. That the first and second party have settled all their disputes and differences once for all and now nothing is due between the parties to the deed.

19. That both the parties undertake to abide by the terms and conditions set out in the agreement.

7. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Supreme Court and this Court have repeatedly held that the cases arising out of matrimonial differences should be put to a quietus if the parties have reached an amicable settlement. Reliance may be placed upon: ***B.S. Joshi v. State of Haryana***, (2003) 4 SCC 675; ***K. Srinivas Rao v. D.A.Deepa***, (2013) 5SCC 226; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179.
8. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the



marriage between the parties has also been dissolved as per Muslim Rites, she has no objection if FIR No. 396/2022 dated 07.04.2022 registered under Section 498A/406/34 IPC at PS Sultanpuri and all the other proceedings emanating therefrom are quashed.

9. Respondent No. 2 is present in court and has duly been identified by the IO. She states that she has entered into an amicable settlement out of their own free will, without any fear, force or coercion. Further, she states that she already received the entire settlement amount and has no objection if the present FIR is quashed.
10. Taking into account the totality of facts and circumstances of the case, this court considers that the parties should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
11. In view of the above, FIR No. 396/2022 dated 07.04.2022 registered under Section 498A/406/34 IPC at PS Sultanpuri and all the other proceedings emanating therefrom are quashed.
12. However, it is made clear that the settlement between the parties shall not bind the legal rights, title, and interest of the child namely Abu Hamza (DOB: 28.09.2017), in any manner. Child namely Abu Hamza (DOB: 28.09.2017) shall be at liberty to pursue his legal rights in accordance with law.
13. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 5, 2024/AR/smg..