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

+ **CRL.M.C. 7944/2024**

ALLAH MEHAR & ORS.

.....Petitioners

Through: Mr. Kannupriya Paliwal, Mr. Karan Kaushik, Mr. Nitin Pandey, Ms. Srishti, Advs. with petitioners.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and SI Ajit Krishna, PS Gokulpuri.
Mr. Mohammed Rashid, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.10.2024

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CRL.M.A. 30312/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 7944/2024

3. The present petition has been filed under Section 482 Cr.P.C. r/w Section 528 BNSS seeking quashing of case FIR NO. 59/2013 dated 11.02.2013 filed under Section 498A/406/34 IPC and Section 4 Dowry Prohibition Act registered at PS Gokulpuri, Delhi and all other proceedings emanating therefrom.
4. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 14.06.2004 in accordance with the Muslim Rites and Ceremonies and one male child namely



Mohd. Sahil Saifi (DOB: 21.02.2006) 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. Learned counsel also submits that during the course of investigation, husband of respondent No.2 i.e., Mohd. Taslim had expired on 20.03.2013.

5. 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 into a compromise cum settlement deed dated 05.01.2024.
6. 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. 59/2013 filed under Sections 498A/406/34 IPC and Section 4 Dowry Prohibition Act registered at PS Gokulpuri, Delhi and all the other proceedings emanating therefrom.
7. I have gone through the compromise cum settlement deed dated 05.01.2024 which has been placed on record. The compromise cum settlement deed provides for the following terms and conditions:

“6. Terms & Schedule of Settlement

After explaining the process of mediation, the parties have arrived at an amicable settlement on the terms and conditions as under:-

i. It is agreed between the parties that the respondents shall jointly pay a total sum of Rs.1,20,000/- (Rs. One Lakh Twenty Thousand only) to the complainant in full and final



settlement of the present matter.

ii. It is further agreed between the parties that aforesaid settled amount shall be paid by respondents to complainant in two installments, out of which first installment of Rs. 50,000/- shall be paid on 16.02.2024 before the Ld. Referral Court and the second installment of Rs. 70,000/- shall be paid to the complainant at the time of quashing of FIR before the Hon'ble High Court.

iii. It is also agreed between the parties that the custody of the minor male child namely Mohd. Sahil Saifi shall remain with the respondent No. 1 Allah Mehar, who is grand father of the child and the complainant shall not claim custody of the child and/or visitation rights at any stage and the respondent no. 1 Allah Mehar shall be the guardian of the child for all intent and purposes.

iv. It has been further agreed between the parties that the minor child would be free to have recourse to the provisions of law for seeking appropriate relief from the Court in relation to the aspect of maintenance, education and upbringing etc in terms of the pronouncement of judgment of the Hon'ble High Court in the case titled "Rakesh Jain & Ors. v Sarita Gupta (Crl.Misc No.2935/2019). The complainant undertakes that she will not initiate any kind of litigation on behalf of the minor against the respondents.

v. It is further agreed between the parties that minor son, namely Mohd. Sahil Saifi shall meet with the complainant on 11.01.2024 before the Ld. Referral Court and respondent no. 1 shall bring the minor son to the Ld. Referral Court to facilitate the meeting with his mother.

vi. It is further agreed between the parties that on completion of terms agreed above, they shall not be left with any claims towards each other and shall not litigate in future against each other.

vii. It is agreed between the parties that all the respondents



shall file quashing petition under section 482 Cr.P.C. before the Hon'ble High Court on or before 30.04.2024 and complainant Smt. Shama Parveen shall cooperate in quashing of FIR against all above named respondent including filing of affidavit and appearance in the Hon'ble High Court for the said purpose.

viii. It is further agreed between the parties that the claims have been settled in totality for quashing of entire FIR and proceedings emanating therefrom qua all persons, namely, Mohd. Taslim (since deceased), Allah Mehar, Nasreran, Sanawar and Afsana and the complainant Smt. Shama Parveen shall co-operate in quashing of FIR against all the aforesaid persons upon payment by respondents."

8. As per settlement, a demand draft bearing DD No. 372245 dated 12.09.2024 drawn from Indian Bank in the name of Shama Parveen for a sum of Rs. 70,000/- (Rupees Seventy Thousand Only) has been handed over to respondent No.2. Respondent No. 2 states that she has received the entire settlement amount.
9. 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.



10. 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. She has no objection if FIR NO. 59/2013 dated 11.02.2013 filed under Section 498A/406/34 IPC and Section 4 Dowry Prohibition Act registered at PS Gokulpuri, Delhi and all the other proceedings emanating therefrom are quashed.
11. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
12. In view of the above, FIR NO. 59/2013 dated 11.02.2013 filed under Section 498A/406/34 IPC and Section 4 Dowry Prohibition Act registered at PS Gokulpuri, Delhi and all the other proceedings emanating therefrom are quashed. However, this shall not bind the legal rights, title, and interest of the child namely Mohd. Sahil Saifi (DOB: 21.02.2006), in any manner. Child namely Mohd. Sahil Saifi (DOB: 21.02.2006) 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

OCTOBER 8, 2024/AR/KR..