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

+ **CRL.M.C. 8519/2024**

MOHD MEHFOOZ @ MEHFOOZ ANSARI & ORS.

Through: Ms. Neeraj Sharma, Ms. Rikaiya Parveen, Advs. with Petitioners.

.....Petitioners

versus

THE STATE (NCT OF DELHI) & ANR.

Through: Mr. Pradeep Gahalot, APP for State and SI Anil Kumar, PS Jamia Nagar. Mr. Ayaz Ahmed, Adv. with R-2.

.....Respondents

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

25.10.2024

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CRL.M.A. 32484/2024

Exemption allowed, subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 8519/2024

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 1030/2016 dated 23.09.2016 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 24.05.2014 in accordance with the Muslim Rites and Ceremonies and no child 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 into a settlement agreement dated 17.08.2023 arrived at counselling cell, Family court, Saket, Delhi.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 17.08.2023 as per Muslim rites and ceremonies.
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. 1030/2016 dated 23.09.2016 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 17.08.2023 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the parties have agreed to dissolve their marriage by way of Mubarat (Mutual Consent) in accordance with the Muslim Law.

2. It is agreed between the parties that the above said Mahfooz Ansari shall pay to Smt. Gulshan a sum of Rs.1,85,000/- as full and final settlement amount, besides returning of Stridhan Articles of the said Smt. Gulshan. The Stridhan Articles of Smt. Gulshan shall be returned by the



above said Mahfooz Ansari on or before The said amount of Rs. 1,85,000/- has been settled as full and final settlement amount qua the maintenance of past, present and future of the said Smt. Gulshan.

3. That the abovesaid amount of Rs. 1,85,000/- shall be paid by the said Mahfooz Ansari to Smt. Gulshan in two instalments. Out of Rs. 1,85,000/- the said Mahfooz Ansari shall pay Rs.85,000/- on or before 5/10/2023

4. That the remaining amount i.e. Rs.1,00,000/- (Rupees One Lakh Only) shall be paid by the said Mahfooz Ansari to Smt. Gulshan before the Hon'ble High Court of Delhi at the time of Quashing of FIR No.1030/16P.S. Jamia Nagar U/s 406/498A/34 IPC.

5. That after receiving the full and final settlement amount i.e. Rs. 1,85,000/-, the said Smt. Gulshan shall withdraw her case of Domestic Violence pending before the Hon'ble Court of the Ld. Mm, Saket, New Delhi and also the case U/s 125 Cr.P.C. pending before the Hon'ble Court of the Ld. Judge, Family Court, Saket, New Delhi.

6. That the said Smt. Gulshan shall also withdraw her case if filed by her other than the case under Domestic Violence Act and case filed U/s 125 Cr.P.C. against the said Mahfooz Ansari.

7. That the said Mahfooz Ansari shall also withdraw all his cases if he has filed against the said Smt. Gulshan or any of her family members in any court of law or any other authority.

8. That the said Smt. Gulshan and Mahfooz Ansari also undertake that in future they will not file any case of any type in any court of law or authority against each other.

9. That after dissolution marriage by way of Mutual Consent (Mubarat), according to Muslim Rites & Customs, neither Smt. Gulshan nor Mahfooz Ansari shall interfere in



the life of each other in any manner whatsoever and both the parties shall have every right to remarry with any person on their choice.

10. It is pertinent to mention here that no children is born during the wedlock of the said Smt. Gulshan and Mahfooz Ansari.

11. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

12. It is further agreed between the parties that they shall remain bound with the aforesaid terms and conditions as mentioned in the settlement.

13. All the matters related to this marriage either civil or criminal are hereby settled and neither the parties nor their relatives shall make any claim against each other in future and will not file any case/complaint against each other and any time of future in any Court of Law/ Police Station etc.

14. The above-mentioned settlement is with respect to all claims of the said Smt. Gulshan past, present and future istridhan, maintenance, pending amount of maintenance, articles, property etc. and neither she nor her relatives shall claim anything from the husband or his family members in future for herself.

15. It is agreed between the parties that if either of the parties commits breach or default of this mutually agreed settlement after the first motion if petitioner backs out the amount taken at the time of first motion shall be returned to respondent with 2% interest per month and if respondent backs out, the amount given at the time of first motion shall stand forfeited and the petitioner shall not be liable to return the same.

16. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading



over and fully understanding and appreciating the contents, scope and effect thereof, and also the consequences of the breach thereof, including payment of the file/penalty as mentioned above.

17. The terms and conditions mentioned in the settlement have been understood in vernacular. The abovesaid statement is arrived at between the parties out of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both law and fact), in any form whatsoever and the parties agreed that the Settlement/ Agreement has been correctly recorded as per the agreed terms & conditions.”

7. As per settlement, the remaining amount of Rs. 1,00,000/- in cash has been handed over to the respondent No.2 and in addition to that Rs. 13,000/- has also been given to the respondent No.2 in cash. A Joint statement has also been recorded separately in this regard. Respondent No. 2 states that she has received the entire settlement amount.
8. 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.
9. 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. 1030/2016 dated 23.09.2016 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom are quashed.

10. 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.
11. In view of the above, FIR No. 1030/2016 dated 23.09.2016 registered under Section 498A/406/34 IPC at PS Jamia Nagar and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications, if any, stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 25, 2024/AR/HT..