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

+ **W.P.(CRL) 3649/2024**

MOHD SHIRAZ KHAN & ORS.Petitioners

Through: Mr. M. S. Khan, Advocate with P-2
to 5 in court.
P1 via video-conferencing.

versus

THE STATE NCT OF DELHI AND ANR.Respondents

Through: Mr. Sanjay Lao, SC for the State with
SI Munfaij, P.S.: Jamia Nagar.
Mr. Rehan Ahmed Khan, Advocate
for R2 with R2 in court.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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22.11.2024

CRL.M.A. 35008/2024

Exemption granted, subject to just exceptions.

The application stands disposed-of.

W.P.(CRL) 3649/2024

By way of the present petition filed under Article 226 of the Constitution of India read with section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners, who are the former husband and in-laws of the complainant/respondent No. 2, seek quashing of case FIR No.80/2024 dated 26.02.204 registered under sections 498-A/406/506/34 of the Indian Penal Code, 1860 ('IPC') and sections 3/4 of the Dowry Prohibition Act, 1961 at P.S.: Jamia Nagar, South-East Delhi.

2. The petition is premised on Settlement Agreement dated October 2024 (attested on 15.10.2024) that has been signed between petitioner No.1 and respondent No.2; and "*DEED OF DISSOLUTION OF MARRIAGE*



BY MUTUAL CONSENT (MUBARATNAMA) also dated October 2024 (attested on 15.10.2024) (*'Mubaratnama'*), whereby the parties are stated to have dissolved their marriage irrevocably by mutual consent under Muslim personal law.

3. The petition is supported by affidavits of the petitioners, as also of respondent No.2, alongwith proof of their IDs.
4. Petitioner No.1 has joined the proceedings *via* video-conferencing and petitioners Nos.2 to 5 as well as respondent No.2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
5. The parties have confirmed that no child was born from the wed-lock.
6. Neither of the parties has challenged the *Mubaratnama* in any manner.
7. Since petitioner No.1 is stated to be ordinarily residing in Luanda, Angola, the settlement agreement has been signed on his behalf by his attorney, namely his father; though the *Mubaratnama* has been signed by the petitioner himself.
8. The court has queried respondent No.2, who confirms that a settlement agreement has been signed between the parties; and that in full-and-final settlement of all her claims including towards maintenance (past, present and future), *meher/iddat*, dowry articles, jewellery, permanent alimony, etc., she was to receive a sum of Rs.3,00,000/-from petitioner No.1; out of which Rs.1,50,000/- was paid earlier and Rs.1,50,000/- has been paid in court today, in compliance of the terms of the settlement agreement. Respondent No.2 confirms that all aspects of the settlement have now been performed.



9. Mr. Sanjay Lao, learned Standing Counsel confirms that the State has no objection to the subject FIR being quashed.
10. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.
11. That being said however, in view of the observations made by a Division Bench of this court in judgment dated 07.11.2024 in MAT. APP.(F.C.) No. 37/2023, it is made clear that nothing in this order is to be construed as this court having given its imprimatur to the *Mubaratnama* signed between petitioner No.1 and respondent No.2.
12. Accordingly, case FIR No.80/2024 dated 26.02.204 registered under sections 498-A/406/506/34 of the IPC and sections 3/4 of the Dowry Prohibition Act, 1961 at P.S.: Jamia Nagar, South-East Delhi is quashed. All proceedings arising therefrom also stand closed.
13. Petition stands disposed-of.
14. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

NOVEMBER 22, 2024

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