



\$~84

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

+ **W.P.(CRL) 3717/2024**

FARJAND ALI & ORS.

.....Petitioners

Through: Mr. Ajit Kumar Soni, Mr. Akshay
Arora, Advs.
Petitioners in person.

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjeev Bhandari, ASC for State
and SI Chetan, PS Begumpur, Delhi.
Mr. Nitesh Arora, Adv. with R-2 in
person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

28.11.2024

%

CRL.M.A. 35669/2024

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

W.P.(CRL) 3717/2024

2. The present petition has been filed under Article 226 of the Constitution of India r/w Section 528 BNSS for quashing of case FIR No. 287/2019 under Section 354C/498A/406/506/377/34 IPC registered at PS Begumpur, Delhi and all other proceedings emanating therefrom.
3. Learned Counsel for the petitioner submits that



Respondent no.2/complainant married petitioner no.1 on 10.12.2011 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. Chargesheet has already been filed.

4. 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 31.07.2024. Furthermore it has been submitted that the parties I.e., Respondent no.2 and petitioner are living together.
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. 287/2019 under Section 354C/498A/406/506/377/34 IPC registered at PS Begumpur, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 31.07.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1. That the parties hereinabove have taken a decision to live together for the welfare and better prospects of the married life ahead.

2. That second party undertakes that he will maintain first party to his earning capacity and first party undertake to manage the household accordingly.

3. That it is agreed between both the parties that both the



party will takes care and support each other and the child as a family.

4. That it has been agreed between both the parties that they do their best for a better future and a better married life.

5. That it has been agreed between both the parties that they will get the FIR no. 287/2019 PS Begumpur quashed from the Hon'ble High Court of Delhi and the first party shall co-operate in the same.

6. That it is agreed between both the parties that the first party will withdraw all the cases filed against the second party and his family members in any concerned court.

7. That it has also been agreed between the parties that they will adhere to the terms and conditions of this Settlement deed and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other.

8. That the contents of this Settlement Deed/Agreement have been read over to the parties and they have been explained the terms of this Settlement Deed/Agreement and they have understood the same to be true and shall be governed by the same.

9. Both the parties have executed this Settlement Deed/Agreement without any force, undue influence or coercion from any quarter.

10. Notwithstanding anything contained in this agreement, it is expressly agreed that if at any time hereafter, the parties live together as husband and wife with mutual consent, then in that case, any type of cruelty happens again, the agreements hereinabove contained shall become void.

11. That both the parties hereby agreed that this settlement agreement is irrevocable and unquestionable and undertake



that this settlement agreement would inter alia be legal, valid, binding and enforceable, and executable in all manners and none of the parties shall be at liberty to take advantage of any technical language or lacuna if any, if the same are not explained hereinbefore

12. This agreement shall be executed in duplicate. The original shall be retained by the First Party and duplicate by the Second Party.”

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. As the parties are peacefully living together, Respondent no. 2 has stated that she has no objection if the present FIR in question is quashed.
9. 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.

10. In view of the above, FIR No. 287/2019 under Section 354C/498A/406/506/377/34 IPC registered at PS Begumpur, Delhi and all the other proceedings emanating therefrom are quashed.
11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 28, 2024/AR/NA..