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

+ **W.P.(CRL) 3776/2024 & CRL.M.A. 36304/2024**

MOHD ARIF @ ARIF & ANR.

.....Petitioners

Through: Mr. Sherafgon and Mr. Jauhar Ali,
Adv. for P-1 & 2

versus

THE STATE OF (NCT OF DELHI) & ANR.Respondents

Through: Mr. Sanjay Lao, SC and Mr. Abhinav
Kumar, Adv. with SI Sandeep Kumar,
PS Ambedkar Nagar.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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03.12.2024

CRL.M.A. 36303/2024 (Exemption)

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

W.P.(CRL) 3776/2024

1. The present petition has been filed seeking quashing of FIR No.468/2016 registered at PS Ambedkar Nagar under Sections 498A/406/34 of IPC and all the proceedings emanating therefrom on the basis of settlement. The charge sheet was filed under sections 498A/406/506/34 of IPC.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 17.08.2013 in accordance with the Muslim Rites and Ceremonies, and one male child, namely



Master Rushan, 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 dated 29.10.2018 arrived at Mediation Centre, Saket Courts, New Delhi.
4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved vide divorce deed dated 15.07.2024 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.468/2016 registered at PS Ambedkar Nagar under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom.
6. The settlement dated 29.10.2018 provides for the following terms and conditions:

1. It is agreed between the parties that since there is no chance of their re-union, they will part their ways by seeking of divorce/Talaak as per Muslim customs and rites.

2 It is also agreed between the parties that Second Party will pay to the First Party a total sum of Rs.3,50,000/- (Rupees three lakh fifty thousand only) in full and final settlement towards all her claims arising out of the marriage between the parties including maintenance-past, present and future, permanent alimony, Istridhan/ Mehar



amount.

3 It is agreed between the parties that the second party will return/ hand over the articles/goods to the first party the names of which are mentioned in the list the photocopy of which is annexed herewith as Annexure "A" on or before 12.11.2018 against proper receipts.

4 It is also agreed between the parties that the above-mentioned settled amount of Rs.3,50,000/- (Rupees three lakh fifty thousand only) will be paid by the Second Party to the First Party by way of demand, draft/cash. in three installments.

5 The first installment of Rs.50,000/- (Rupees fifty thousand only) shall be paid by the second party to the first party on 12.11.2018 before the learned referral court.

6 The second installment of Rs.1,50,000/- (Rupees one lakh fifty thousand only) shall be paid by the second party to the first party on 15.02.2019 before the learned referral court.

7 The second installment of Rs.1,50,000/- (Rupees one lakh fifty thousand only) shall be paid by the second party to the first party on 15.05.2019 before the learned referral court.

8 It is further agreed between the parties that they will co-operate with each other for getting Talak as per Muslim customs and rites.

9 It is further agreed between the parties that after receiving the entire settlement amount of Rs.3,50,000/- (Rupees three lakh fifty thousand only) by the First Party from the Second Party, nothing shall remain between the parties with regard to their marriage and the First Party will not claim any right over the property of the Second Party in future.

10 It is also agreed between the parties that the permanent custody of the minor child, namely, Mohd. Rushan Khan



shall remain with the complainant/wife and the respondents/husband shall not claim any custody and visiting rights.

11 It is also agreed by the parties that they will not file any civil/criminal case pertaining to their marriage and/or with regard to the movable or immovable property/properties.

12 It is agreed between the parties that the second party will withdraw his appeal from the concerned court on the date fixed i.e.31.10.2018.

13 It is also agreed between the parties that pursuant to the settlement reached between the parties and after receiving the above- mentioned settled amount, the First Party will withdraw the present complaint U/s 12 of DV Act filed by her against the respondents, from the concerned Court.

14 The second party has agreed to move necessary petition for quashing of the FIR bearing No.468/16, PS Ambedkar Nagar, New Delhi before the Hon'ble High Court of Delhi in the last week of May, 2019 and the expenses for all that shall be borne exclusively by the second party and no part of it will be contributed by the first party. However, it is undertaken by the first party that she shall appear before the Hon'ble High Court of Delhi for making necessary statement in connection with quashing of the said FIR as and when summons are received from the Hon'ble Court of Delhi

This settlement has been voluntarily arrived at between the parties with their own free will and without any force, pressure or coercion and both the parties are bound by the terms and conditions mentioned herein above.

7. Both parties have appeared through VC 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 by a divorce deed decree dated 15.07.2024, she has no objection if FIR No.468/2016 registered at PS Ambedkar Nagar under Sections 498A/406/34 IPC and all the proceedings emanating therefrom. Respondent No. 2 also 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. 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.468/2016 registered at PS Ambedkar Nagar under Sections 498A/406/34 IPC and all the other proceedings emanating therefrom are quashed. However, it is made clear that the settlement arrived at between the parties shall not bind the legal rights, title, and interest of the child, namely Master Rushan, in any manner. Master Rushan shall be at liberty to pursue his legal rights in accordance with the law.

11. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 3, 2024

Pallavi/HT