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

+ **CRL.M.C. 9862/2024**

MOHD ZISHAN & ORS.

.....Petitioners

Through: Mr. Avninder Singh, Adv

versus

STATE GOVT OF NCT DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
Mr. M. Nafees Bukhari, Mr. Khalid
Azeez, Mr. Tamjeed Uddin, Mr.
M.AsadBeig, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

16.12.2024

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1. The present petition has been filed seeking quashing of FIR No.0180/2017 under Sections 498A/406/34 IPC registered at PS Lahori Gate, North District, Delhi on the basis of the settlement dated 22.08.2024.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 08.12.2015 in accordance with the Hindu Rites and Ceremonies and one child namely Humaam 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 22.08.2024.

4. Pursuant to the settlement, it is submitted by both parties that the marriage between them has already been dissolved on 07.11.2024 as per law.
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.0180/2017 under Sections 498A/406/34 IPC registered at PS Lahori Gate, North District, Delhi and all the other proceedings emanating therefrom.
6. I have gone through the settlement deed dated 22.08.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

1. It is stated that the parties (complainant Ms. Nishat Parveen and respondent/accused Mohd. Zeeshan) shall dissolve their marriage as per Muslim rites and customs.

2. It is further agreed that respondent/husband Mohd. Zeeshan shall pay an amount of 5,50,000/- (Rupees five lakhs fifty thousand only) to complainant /wife Ms. Nishat Parveen towards full and final settlement of all her claims including Istridhan, maintenance (present, past and future). permanent alimony, iddat, mehar etc.

3. That aforementioned settlement amount of 5,50,000/- (Rupees five lakhs fifty thousand only) shall be paid to complainant/ wife Ms. Nishat Parveen by way of cash/ DD/ Electronic mode, as under :-

(1) 50,000/- (Rupees fifty thousand only) shall be paid in cash



today i.e. 22.08.2024.

(ii) 1,00,000/- (Rupees one lakh only) shall be paid at the time of withdrawal of complaint U/s 12 DV Act, on or before 05.09.2024

(in) 1,00,000/- (Rupees one lakh only) shall be paid at the time of withdrawal of execution petition No. 109/2024, on or before 19.09.2024

(iv) 1,00,000/- (Rupees one lakh only) shall be paid at the time of declaration in respect of dissolution of the marriage of the parties (complainant Ms. Nishat Parveen and respondent accused Mohd. Zeeshan) before Ld. Civil Court concerned, in the month of October, 2024. (v) 2,00,000/- (Rupees two lakhs only) shall be paid at the time of quashing of FIR No. 180/2017, U/s 498A/406/34 IPC, PS Lahori Gate, State Vs. Zeeshan & Ors. The petition for quashing of said FIR shall be moved by respondent /husband and his family members/ respondents, within three months from dissolution of the marriage of the parties. Complainant Ms. Nishat Parveen shall cooperate to give statement. affidavit/ NOC and to do all these acts which may be required to be done before concerned Hon'ble High Court for quashing of present FIR and any subsequent proceedings arising thereto against respondents/ accused Mohd. Zeeshan, Faizan, Farman, Qadeer Ali, Naseem Bano and Ayesha.

4. That permanent custody of minor child Mohd. Humam shall remain with his father Mohd. Zeeshan and he will be the sole guardian of the minor child.

5. That in case of default from either side in carrying out the terms of this settlement, he/she shall be liable to pay a sum of Rs. 50,000/- (Rupees fifty thousand only) by way of penalty /compensation to the other side besides refunding the benefit received hereunder.

6. It is further agreed between the parties that after this settlement, both the parties shall be left with no right, title or interest in the movable or immovable properties of each other or their family members and both the parties and their family members shall not file any case, complaint or litigation against each other with respect to the disputes arises from the present



marriage and shall cooperate with each other in execution of present settlement.

7. That the parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by the terms & conditions mentioned hereinabove.

That contents of the settlement have been read over the explained to the parties in vernacular.

7. Today, an DD bearing No. 500108 dated 27.11.2024 drawn from Punjab National Bank in the sum of Rs.2,00,000/- in the name of Nishai Parveen. Respondent no. 2 submitted that she has received the full and final amount of settlement.
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 law, she has no objection if FIR No.0180/2017 under Sections 498A/406/34 IPC registered at PS Lahori Gate, North District, Delhi 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.0180/2017 under Sections 498A/406/34 IPC registered at PS Lahori Gate, North District, 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 Humaam born to them, in any manner. The child namely Humaam shall be at liberty to pursue his legal rights in accordance with law.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 16, 2024

Pallavi/NA