



\$~14

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

+ **CRL.M.C. 9946/2024, CRL.M.A. 38105/2024**

FIROJ KHAN & ANR.

.....Petitioners

Through: Mr. S. H. Ansari, Adv. with
petitioners.

versus

STATE GOVT OF NCT OF DELHI & ANR

.....Respondents

Through: with SI Sadhna, PS Mangolpuri,
Delhi
Mr. Jibran, Adv.for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

24.12.2024

%

1. The Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 0498/2019 registered under Section 498A/406/34 IPC at Mangolpuri and all the other proceedings emanating therefrom.
2. Learned Counsel for the petitioner submits that Respondent no.2/complainant married petitioner no.1 on 16.08.2018 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 16.03.2024 arrived at Delhi Mediation Centre, Rohini District Courts, Delhi.

4. 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. 0498/2019 registered under Section 498A/406/34 IPC at PS Mangolpuri and all the other proceedings emanating therefrom.
5. I have gone through the settlement deed dated 16.03.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“1)The respondent/husband shall pay a total sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) to the complainant/wife/Gulshan (including the Mehar amount) towards her full and final satisfaction qua all her claims past, present and future arising out of the marriage with him, which shall include permanent alimony, Istridhan, dowry articles, maintenance qua herself and all other miscellaneous expenses.

2)The settlement amount of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand Only) shall be paid by way of RTGS/NEFT/DD or any other electronic mode in five installments of Rs.50,000/- each which shall be paid on or before 5th day of every English calendar month commencing from 05.04.2024. The settlement amount shall be deposited in bank account of the complainant/wife/Gulshan in State Bank of India, Branch-Mangol Puri, bearing Account No.32738864885, IFSC-SBIN0004841.

3)The last installment amount of Rs. 50,000/- (Rupees Fifty Thousand Only) shall be paid at the time of quashing of FIR No. 498/19, U/s 498- A/406/34 IPC, PS Mangol Puri registered against accused persons, namely, (1) Firoz



(Husband), (2) Naseem Ahmad(father in law, subject to discretion of the Hon'ble High Court which is to be exercised depending on facts and circumstances of the case. The said petition shall be filed by the accused/husband/Firoz in the month of August, 2024 after payment of fourth installment and the complainant/wife/Gulshan shall co-operate in all respect in quashing of the same by giving affidavit/statement before the Hon'ble High Court of Delhi.

4) It is also settled between the parties that list of Dowry Articles as per Annexure-A annexed herewith shall be handed over to the complainant/wife/Gulshan by the respondent/husband/Firoz on 24.03.2024.

5)The complainant/wife/Gulshan shall withdraw the present petition under DV Act and the connected Petition u/s 125 Cr.P.C from the concerned court on date fixed, both the parties shall take divorce as per Muslim Law.

6)It is also settled that the parties shall get prepare all the documents of Talaqnama on or before 06.04.2024 and complainant/wife/Gulshan and respondent/husband/Firoz shall dissolve their marriage by TALAKNAMA (in the form of Khulanama)according to the Muslim law which will be prepared and signed by the parties jointly and will get the TALAK and at the time of signing the same.

7)In terms of the present settlement, the parties shall not interfere in the life of each other in future. On the other hand, complainant/wife/Gulshan also undertakes not to claim anything with respect to the present matrimonial dispute from the respondent on behalf of herself.

8)In terms of the present settlement, there shall remain no case/claim/dispute between the parties and that none of the parties shall file any civil or criminal proceedings against each other in future and that if any other case/petition/complaint etc. between the parties is pending in any Court or Authority either against the parties or against their respective family members and whether it is in the knowledge of other party or not, the same shall be withdrawn/got disposed of by the respective party.



The parties have entered into the present Settlement/Agreement voluntarily, out of their own free will and consent, without any fear, coercion or undue influence from any corner, whatsoever. The parties shall be bound by this settlement and shall co-operate to execute this settlement in every possible manner.”

6. The total settlement amount in terms of settlement deed dated 16.03.2024 is 2,50,000. Today, as per settlement, a demand draft bearing DD No. 736010 dated 17.10.2024 drawn on State Bank of India of Rs. 50,000/- in the name of Gulshan is handed over to the respondent No.2 in the Court. Respondent No. 2 states that she has received the entire settlement amount.
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. 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. 0498/2019 registered under Section 498A/406/34 IPC at PS Mangolpuri and all the other proceedings emanating therefrom are 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. 0498/2019 registered under Section 498A/406/34 IPC at Mangolpuri and all the other proceedings emanating therefrom are quashed. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 24, 2024

Pallavi/KR