



\$~40

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

+ **CRL.M.C. 10084/2024, CRL.M.A. 38693/2024**

AKHTAR KHAN & ORS.

.....Petitioners

Through: Mr. Pankaj Tanwar, Mr. Mukesh
Pandey, Advs. with petitioners.

versus

STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Anil, PS Seemapuri.
Mr. Rajat Pandit, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.12.2024

%

CRL.M.A. 38692/2024

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

CRL.M.C. 10084/2024

2. The Present petition has been filed under section 482 Cr.P.C/528 BNSS for quashing of FIR No. 403/2019 dated 25.06.2019 registered under Section 498A/406/34 IPC and Section 4 of Dowry Prohibition Act at PS Seemapuri, Delhi and all the other proceedings emanating therefrom.
3. The factual matrix giving rise to the instant case is that the marriage between Petitioner no. 1 and Respondent no. 2/complainant was



solemnised on 15.05.2017 as per Muslim Rites and ceremonies. No child was born out of this wedlock.

4. It has been averred that from the very date of marriage, there was continuous harassment mental torture and dowry demands by the petitioners due to which disputes arose between the parties and parties started living separately. Various litigations ensued between them including the present FIR, pursuant to which a chargesheet was filed.
5. Learned Counsel for the petitioners submits that during the pendency of the proceedings, the parties have resolved their disputes amicably. Petitioner no. 1 and Respondent No. 2/ complainant have entered into a Compromise deed dated 18.11.2024 whereby they have agreed to start living together.
6. I have also gone through the Compromise deed which has been placed on record. The Compromise deed provides for the following terms and conditions:

“1. THAT on the statement of the 1st party a case being FIR No. 403/2019 under sections 498A/406/34 IPC was registered at the P.S. Seemapuri on 25.06.2019 against the 2nd party.

2. THAT the 1st party is wife of member no. 1 of second party Mr. Akhtar Khan. That both of them have amicably resolved all their disputes and differences amongst themselves. That the First party is happily and peacefully residing with her husband since December 2021 in her matrimonial home. That after due indulgence and consideration of members of families from both sides the 1st party of her own free will and without any influence, force, and coercion has unconditionally forgiven the 2nd party and the 1 Party is desirous that the st investigation/proceedings against the 2nd Party may be



dropped.

3. THAT the 1 party has agreed to file a joint petition before the Hon'ble Delhi High Court for the quashing of FIR No. 403/2019, P.S. Seemapuri. Delhi and the proceedings germinated there from i.e. case no. 55/2022 pending trial before the Court of Ms. Moksha Bains, Ld. JMFC, Mahila Court-02, Shahadara, Karkardooma Court, Delhi. The 1st party has assured her full cooperation to the 2nd party in this behalf.

4. THAT the 1" party has further agreed to sign and verify all the necessary documents required for filing of quashing petition before the Hon'ble High Court of Delhi apart from appearing and making appropriate statement as and when required.

5. THAT the costs and expenses for filing petition(s), preparing documents and of other proceedings before the Hon'ble High Court of Delhi shall be completely borne by the 2nd Party.

6. That both the parties hereby undertake and assure each other that they shall perform all such actions as have been agreed upon through this agreement for quashing of the proceedings emanating out of FIR No. 403/2019, P.S. Seemapui and shall fulfill all the terms and conditions as envisaged in this agreement.

7. That this Deed of Compromise/Agreement is final, irrevocable and binding upon all three parties AND is being executed by the parties with their free Will, without any influence, force and coercion, in the presence of the witnesses."

7. 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.



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) 5 SCC 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. 403/2019 dated 25.06.2019 registered under Section 498A/406/34 IPC and Section 4 of the Dowry Prohibition Act at PS Seemapuri, 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

DECEMBER 23, 2024/AR/HT..