



2025:DHC:4175



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

% **Date of decision:16.05.2025**

+ CRL.M.C. 1947/2025

DANISH AHMAD & ANR.

.....Petitioners

Through: Ms. Meenakshi, Mr.
Deepanker Tyagi and Mr. Amit
Singh, Advs.

versus

STATE GOVT OF NCT OF DELHI & ANR.Respondents

Through: Ms. Meenakshi Dahiya, APP
for State.
SI Satish Kumar and ASI
Bhambu Ram, P.S. Bara Hindu
Rao, Delhi.
Mr. S.H. Ansari and Mr. Layba,
Advs. for R-2.

CORAM:

HON'BLE MS. JUSTICE SHALINDER KAUR

SHALINDER KAUR, J (ORAL)

CRL.M.A. 8742/2025(Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed by the petitioner under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking to quash the FIR No.151/2022 dated 14.06.2022 for offences under



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Sections 498A/406/34, registered at Police Station Bara Hindu Rao (“subject FIR”) and all consequential proceedings arising therefrom.

4. The learned counsel for the petitioners submits that the petitioner no. 1 is the husband of respondent no. 2 and their marriage was solemnized on 05.09.2020, as per the Muslim rites and customs. The petitioner no. 2 is the mother-in-law of the respondent no. 2. A girl child, namely, Barirah, was born out of the said wedlock. Subsequent thereto, he submits, the temperamental differences developed between the petitioners and respondent no. 2, coupled with the raising demands for dowry, led to the registration of the subject FIR.

5. The learned counsel further submits that with the intervention of family members, relatives, and mutual acquaintances, the parties have arrived at an amicable and voluntary resolution of all disputes persisting between them and have stated to be living separately since 19.10.2021. Furthermore, the marriage of the petitioner no. 1 and respondent no. 2 has been dissolved as per Muslim law by way of Mubaraat/Khula dated 07.01.2025.

6. The present petition is premised on the assertion that the dispute *inter se* the parties stand amicably resolved, of their own volition, uninfluenced by any coercion, compulsion or undue inducement. In furtherance thereof, the marriage of the petitioner no. 1 and respondent no. 2 has been dissolved as per Muslim law by way of Mubaraat/Khula as well as Memorandum of Understanding (MoU) dated 07.01.2025. It is further submitted that, in terms of the said



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MoU, the respondent No. 2 has undertaken to withdraw all proceedings presently pending before various judicial fora.

7. As per the terms of the Settlement, the petitioner no.1 has agreed to pay a total sum of Rs. 8,00,000/- to the respondent no. 2, as a full and final settlement of all her claims including maintenance (past, present and future), *mehar*, permanent alimony, in two (02) instalments. It is also agreed that the minor daughter, namely, Aashiya, aged about 3 years shall remain in care and custody of respondent no.2 and the petitioner no.1 will have the visitation rights to meet his daughter as per his will and choice according to the convenience of petitioner no.1 and respondent no.2. The said MoU dated 07.01.2025 embodying the terms of settlement has been placed on record.

8. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 21.03.2025 and they have been duly identified by the Investigating Officer and their respective counsels. The respondent no. 2, in her statement before the Joint Registrar (Judicial), has stated therein, that she has no objection if the subject FIR and all the consequential proceedings emanating therefrom is quashed.

9. Before this Court, the Investigating Officer has again identified the parties and they have confirmed that they are abiding by all the terms of the Settlement.

10. The respondent no. 2, who is present in court, upon being queried, confirms that she agreed to dissolve the marriage and settle



all the disputes by way of Khula/Mubarat/Memorandum of Understanding dated 07.01.2025, the out of her free will, without any coercion, force or undue influence and that she has withdrawn the litigations filed by her before different Judicial fora. She submits that she has received the entire settlement amount of Rs. 8,00,000/-, as a full and final settlement of all her claims, in two instalments.

11. She further submits that although paragraph 12 of the marriage dissolution deed as well as the petition originally stipulated that petitioner no.1 would have visitation rights to meet the minor daughter at his will and convenience, subject to mutual agreement between the parties, the parties have since mutually agreed to modify the said arrangement and it is now settled that petitioner no.1 shall not exercise any visitation rights in respect of the minor child.

12. The petitioner no.1 concedes the said fact and submits that he voluntarily relinquishes any visitation rights and does not wish to meet the minor child during her minority. He further agrees that the custody of the minor child shall continue to remain solely with respondent no.2 in terms of the final settlement arrived at between the parties.

13. The respondent no. 2 submits that no further litigation stands pending between the parties and that she has no objection if the subject FIR is quashed.

14. In view of the foregoing, the learned counsel for the parties, jointly prayed for quashing of the subject FIR.

15. The learned APP on behalf of the state submits that there is no objection if the subject FIR is quashed.



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16. In view of these circumstances, in line with the law laid down by the Supreme Court *in Gian Singh vs. State of Punjab & Anr.*: (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.*: (2014) 6 SCC 466, this Court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. In light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be a futile exercise and would not be conducive to peace and harmony between the parties.

17. In conspectus of the above facts and the MOU dated 07.01.2025, the subject FIR No. 151/2022 dated 14.06.2022 for offences under Sections 498A/406/34, registered at Police Station Bara Hindu Rao and all consequential proceedings emanating therefrom, are hereby quashed.

18. The present petition is, accordingly, disposed of, in the aforesaid terms.

SHALINDER KAUR, J

MAY 16, 2025/ab/kp

[Click here to check corrigendum, if any](#)