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

+ **CRL.M.C. 2655/2025**

TAHIR KHAN & ORS.

.....Petitioners

Through: Counsel for Petitioners (appearance
not given)

Petitioner No. 1 (through VC)

versus

THE STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State
with SI Tulsi Nagar, No. D-843, PS
Aman Vihar.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **03.07.2025**

CRL.M.A. 11935/2025 (Exemption)

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

CRL.M.C. 2655/2025

3. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) has been filed on behalf of the Petitioners, for quashing of FIR No. 27/2021 dated 16.01.2021 under Section 498A/406/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station Aman Vihar, Delhi and all the consequential proceedings emanating therefrom, in terms of the Settlement dated 12.12.2024.
4. Issue Notice.
5. On advance Notice, learned APP for the State has appeared and



accepts the Notice on behalf of the State.

6. Brief facts of the case are that the marriage was solemnized between the Petitioner No. 1, Mr. Tahiar Khan/husband and the Respondent No. 2/wife on 23.12.2019, according to the Muslim Customs and Ceremonies and no child was born out of the said wedlock. The Petitioner No. 1 and the Respondent No. 2 started living separately since 14.01.2020.

7. On the Complaint of the Respondent No.2/Complainant, FIR No. 27/2021 dated 16.01.2021 under Section 498A/406/34 IPC, got registered at Police Station Aman Vihar, Delhi.

8. It is submitted that the said FIR was a consequence of the matrimonial disputes between the Complainant and the Petitioner No.1. It is stated that the Petitioners and the Respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Settlement before the Delhi Mediation Centre, Rohini District Courts, Delhi. In the Settlement, it was *inter alia* settled between the parties that the Petitioner No.1/husband shall pay a sum of Rs.80,000/- in four instalments towards full and final settlement of all the claims of the wife with regard to permanent alimony, *stridhan*, dowry articles, maintenance (present, past and future) and all other miscellaneous expenses including MEHAR and *Iddat*. It is also stated that the Petitioner No.1 shall pay the first instalment in the sum of Rs.10,000/- to the Respondent No. 2/wife, on 12.12.2024. The second instalment in the sum of Rs.30,000/- shall be paid by the Petitioner No. 1 to the Respondent No. 2 at the time of Talaq by way of *Mubarat* as per Muslim Law. The third instalment in the sum of Rs.10,000/- shall be paid by the Petitioner No. 1 to the Respondent No. 2 on 21.12.2024. The fourth instalment in the sum of Rs.30,000/- shall be paid by the Petitioner No. 1 to the Respondent No. 2 at



the time of quashing of the said FIR. It is also settled that the Petitioner No. 1 shall withdraw the connected case i.e. under Section 9 of HMA.

9. The Statement of the Respondent No. 2 has also been recorded wherein she has endorsed the Settlement Deed dated 12.12.2024 wherein it is recorded that the entire amount as agreed between the parties, has been paid.

10. It is also stated that on 29.01.2025, the Petitioner No. 1 and the Respondent No. 2 got the *Talaqnama* by Kaji.

11. The Statement of the parties has already been recorded before the learned Joint Registrar on 22.04.2025. They have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

12. Considering the nature of the allegations and that they have settled the matter, the FIR No. 27/2021 dated 16.01.2021 under Section 498A/406/34 IPC, registered at Police Station Aman Vihar, Delhi and all the consequential proceedings emanating therefrom are quashed.

13. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

JULY 3, 2025/RS