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

+ **CRL.M.C. 7458/2024**

MOHD. YUNUS & ORS.

.....Petitioners

Through: Mr. Sadre Alam and Mr. Ankur Bansal, Advs. with petitioner nos. 2 - 5 in person.
Petitioner no.6 (through VC)

versus

STATE GNCT OF DELHI & ANR.

.....Respondents

Through: Mr. Hitesh Wali, APP for State with SI Ritika Choudhary PS New Ashok Nagar
Mr. Pankaj Jain, Adv. for R-2 with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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24.02.2025

CRL.M.A. 28473/2024 (exemption)

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

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3. The present petition has been filed under Section 528 BNSS, 2023 seeking quashing of FIR No.283/2018 under Sections 498A/406/354A/34 IPC registered at Police Station New Ashok Nagar, Delhi and all consequential proceedings emanating therefrom on the ground that the parties



have arrived at a settlement.

4. Issue notice. The learned APP for the State accepts notice. He submits that since the FIR is an outcome of a matrimonial dispute and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.

5. The petitioner no.1 (former husband), petitioner nos. 2 – 5, who are close relatives of petitioner no.1, as well as, the respondent no. 2 (former wife) are present in Court. The petitioner no.6 has joined through VC. The parties have been identified by their respective counsel, as well as, by the Investigating Officer SI Ritika Choudhary PS New Ashok Nagar, Delhi.

6. The brief facts of the case are that the marriage between the petitioner no.1 and respondent no. 2 was solemnized on 10.10.2014 according to Muslim Rites and Customs. Out of the said wedlock, one male child namely, Aahil @ Aris @ Arish was born, who is in the care and custody of respondent no.2.

7. On account of temperamental issues certain disputes arose between the parties and they started living separately w.e.f. 31.05.2017. The disputes between the parties also led to the registration of present FIR.

8. During the pendency of the proceedings, the parties were referred to Counselling Cell, Family Court, North-East District, Karkardooma Courts, Delhi, where they arrived at a settlement, terms whereof were reduced in writing in the form of Settlement dated 23.02.2024, which is annexed as Annexure P-2 to the present petition.

9. One of the clause of the settlement dated 23.02.2024 is that full and final settlement amount of Rs.6,80,000/- will be paid by the petitioner no.1 towards the maintenance (present, past & future) both, for his



wife(respondent no.2), as well as, for the child.

10. The learned counsel appearing on behalf of the petitioners, as well as, respondent no.2 submits that though the clause specifically says that it is a full and final settlement amount towards the maintenance of the child as well, but the rights of the child will not be impacted in any manner. The statement is taken on record.

11. Even otherwise, in view of the decision of the Hon'ble Supreme Court in ***Ganesh vs. Sudhirkumar Srivastava, (2020) 20 SCC 787*** the rights of the minor child cannot be compromised by their parents in the settlement. Needless to say that the child will continue to have all the rights available to him against his parents and their estate, in accordance with law.

12. A copy of *khulanama/talaqnama* dated 18.12.2024, 18.01.2025 and 18.02.2025 have been handed over at Bar under the cover of index dated 21.02.2025 and the same is taken on record. Evidently, the marriage between the petitioner no.1 and the respondent no.2 has been dissolved by pronouncing three *talaqs* in three consecutive months i.e., on 18.12.2024, 18.01.2025 and 18.02.2025, respectively.

13. Out of the agreed sum of Rs.6,80,000/- payable towards *mehar* amount, *iddat* expenses, permanent alimony, maintenance (present, past & future), etc., a sum of Rs.3,40,000/- has already been paid by the petitioner no.1 to the respondent no.2 in the manner as mentioned in the settlement. The remaining amount of Rs.3,40,000/- has been paid to the respondent no.2 today in the court by the petitioner no.1 by way of Demand Draft bearing No.845724 dated 04.09.2024 (revalidated on 09.12.2024) issued by Canara Bank, Yamuna Vihar DTC Depot Branch, Delhi-110053.

14. The receipt of entire amount of Rs.6,80,000/- is acknowledged by the



respondent no.2, who is present in court.

15. The respondent no.2, on a query posed by the Court, states that she has no objection in case the FIR is quashed.

16. In view of the fact that the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them.

17. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

18. Consequently, the petition is allowed and the FIR No.283/2018 under Sections 498A/406/354A/34 IPC registered at Police Station New Ashok Nagar, Delhi alongwith all other proceedings emanating therefrom, is quashed.

19. The petition stands disposed of in the above terms.

20. Order be uploaded on the website of this court.

21. A copy of this order be sent to the Counselling Cell, Family Court, North-East District, Karkardooma Courts, Delhi. Let the In-Charge of the Counselling Cell bring it to the notice of all the learned Counsellors the law laid down by the Hon'ble Supreme Court in ***Ganesh vs. Sudhirkumar Srivastava (supra)***, which should be borne in mind while recording settlements in matrimonial matters in which parties have minor children.

VIKAS MAHAJAN, J

FEBRUARY 24, 2025/N.S. ASWAL