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

+ **CRL.M.C. 6163/2025**

IRFAN KHAN AND ANR.

.....Petitioners

Through: **Ms. Meenakshi Agarwal & Ms. Adesh,**
Advocates.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: **Mr. Shoaib Haider, APP.**

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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02.09.2025

CRL.M.A. 26152/2025

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

CRL.M.C. 6163/2025

3. Petition under Section 528 of the Bharatiya Nagrik Suraksha Sanhita, 2023 ("BNSS") has been filed on behalf of the Petitioners for quashing of FIR No.0575/2023 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961, registered at PS: Nand Nagri, Delhi and all consequential proceedings emanating therefrom, in terms of Mediation Settlement Agreement dated 05.05.2025.
4. Issue Notice.
5. Learned APP and learned Counsel for the Respondent No. 2 appearing on advance Notice, accept Notice.
6. Brief facts of the case are that the marriage between Petitioner No.1/husband and Respondent No.2/wife was solemnized on 02.10.2020,



according to Muslim rites and ceremonies. A male child namely Afran was born out of the said wedlock on 17.12.2021, who shall remain in custody of Petitioner No.1/husband. Due to temperamental issues, Petitioner No.1/husband and Respondent No. 2/wife are residing separately since December, 2020.

7. It is further submitted that on 07.09.2023, on complaint of Respondent No.2, FIR No.0575/2023 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961 was registered at PS: Nand Nagri, Delhi.

8. It is submitted that the FIR was a consequence of the matrimonial disputes between Petitioner No.1/husband and Respondent No.2/wife. It is stated that the Petitioners and Respondent No.2 have amicably settled all the disputes and differences between them vide Mediation Settlement Agreement dated 05.05.2025.

9. The parties are present before this Court in-person today and have been identified by their learned Counsel and Investigating Officer.

10. In the Settlement, it was inter alia settled between the parties that Respondent No.2/wife and Petitioner No.1/husband shall dissolve their marriage by decree of mutual consent by taking talaq as per Mohammadan Law on or before 21.07.2025. It is stated that Petitioner No.1/husband shall pay a sum of Rs.5,10,000/- towards full and final settlement of all the claims in all respect i.e. towards past, present and future maintenance, mehar amount, iddat expenses and alimony of Respondent No.2/wife, in three instalments.

11. It is also stated that Petitioner No.1/husband shall pay first instalment of Rs.2,55,000/- to Respondent No.2/wife at the time withdrawal of DV case bearing No.467/2022 on 23.05.2025; the second instalment of Rs.1,00,000/-



along with Jewellery Articles shall be paid to Respondent No. 2 at the time of fina Talaq, i.e. on or before 21.07.2025 and the third instalment of Rs.1,55,000/- shall be paid by the Petitioner No.1/husband by way of Bank Draft/Pay Order to Respondent No.2, at the time of quashing the aforesaid FIR. It is also submitted that the parties shall withdraw all the proceedings pending against each-other.

12. It is stated that Petitioner No.1/husband has already paid Rs.3,55,000/- to Respondent No.2/wife, which is acknowledged by her. The balance settled amount of Rs.1,55,000/- has also been paid today in the Court by way of Demand Draft in favour of Respondent No. 2, which is accepted by her.

13. It is also stated that on 21.07.2025, the marriage between Petitioner No.1/husband and Respondent No. 2/wife, had been dissolved by mutual consent, as per the Mohammadan law.

14. In view of Mediation Settlement Agreement dated 05.05.2025, present Petition has been filed.

15. The parties have endorsed the amicable Settlement and accepted the terms thereof voluntarily and have undertaken to remain bound by the terms of the Settlement.

16. The parties have submitted that all the disputes have been amicably settled vide Mediation Settlement Agreement dated 05.05.2025 and thus, no fruitful purpose will be served in continuing with the FIR.

17. The present Petition has been signed by the Petitioners and is supported by their Affidavits. The parties have reaffirmed the terms of Mediation Settlement Agreement dated 05.05.2025 and they submit that the said Settlement has been arrived at between the parties, without any pressure and coercion.



18. Respondent No. 2 states that she has received all amounts due to her and has no objection if the FIR is quashed.

19. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

20. Moreover, there is no legal impediment in quashing the aforesaid FIR in question.

21. Consequently, FIR No.0575/2023 under Sections 498A/406/34 IPC and Section 4 of Dowry Prohibition Act, 1961, registered at PS: Nand Nagri, Delhi and all consequential proceedings emanating therefrom are quashed.

22. The Petition along with pending Application is disposed of.

NEENA BANSAL KRISHNA, J.

SEPTEMBER 02, 2025/R