

## Mohammad Abid @ Mohd Abid vs The State (Nct Of Delhi) & Anr on 12 September, 2023

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IN THE HIGH COURT OF DELHI AT NEW DELHI

W.P.(CRL) 2608/2023

MOHAMMAD ABID @ MOHD ABID

Through: Mr. Asif Ali, A  
petitioner in

versus

THE STATE (NCT OF DELHI) & ANR.

Through: Ms. Nandita Rao  
SI Ram Prakash

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN  
ORDER

% 12.09.2023 CRL.M.A. 24562/2023(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 Article 226 of the Constitution of India read with Section 482 CrPC seeking quashing of FIR No.59/2022 under Section 323 IPC and Section 4 of Muslim Women(Protection of Rights on Marriage) Act, 2019 registered at Police Station Tilak Marg, on the ground that the parties have arrived at a settlement.

4. Issue notice. The learned ASC for the State accepts notice. The learned ASC 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 (husband), as well as, respondent no. 2 (wife) are This is a digitally signed order.

The authenticity of the order can be re-verified from Delhi High Court Order Portal by scanning the QR code shown above. The Order is downloaded from the DHC Server on 16/09/2023 at 18:43:37 present in court and they have been identified by their respective counsels, as well as, by the SI Ram Prakash (I.O), PS Tilak Marg.

6. The brief facts of the case are that the marriage between the petitioner (husband) and respondent no. 2 (wife) was solemnized on 08.02.2015, according to Muslim Rights and Customs. No child was born out from the said wedlock.

7. On account of temperamental issues, certain disputes arose between the parties and they started living separately w.e.f. 15.02.2017. The dispute between the parties also led to the registration of present FIR.

8. During the pendency of the proceedings, the parties arrived at a settlement, terms whereof were reduced in writing in the form of a Compromise Deed/MoU dated 26.08.2023, which is annexed as Annexure P-2 to the petition.

9. It is also a term of the Compromise Deed that the petitioner no.1 shall pay a total amount of Rs. 6 lacs to the respondent no.2 towards full and final settlement of all her claims on account of maintenance (past, present and future), permanent alimony etc. at the time of pronouncement of divorce by mutual consent after withdrawal of all the cases by the respondent no.2.

10. It is also term of the Compromise Deed that the respondent no.2 shall cooperate in quashing of the above-mentioned FIR.

11. On a query made by this court, the respondent no.2 states that she has no objection, in case the aforesaid FIR is quashed.

12. She further states that the amount of Rs. 6 lacs which has been agreed to be paid shall be paid by the petitioner at the time of divorce by mutual consent.

13. In view of the fact that the parties have amicably resolved their This is a digitally signed order.

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14. It is thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed, subject to the condition that an amount of Rs.6 lacs as agreed in the Compromise Deed shall be paid by the petitioner to the respondent no.2 at the time of pronouncement of divorce/Talaaq against proper receipt.

15. The learned counsel for the petitioner, on instructions from the petitioner, who is present in Court, submits that after the payment of the settlement amount of Rs. 6 lacs is made to the respondent no.2, the proof of the same shall be filed in this Court alongwith an affidavit of petitioner. The Statement is taken on record.

16. Consequently, the petition is allowed and FIR No.59/2022 under Section 323 IPC and Section 4 of Muslim Women (Protection of Rights on Marriage) Act, 2019 registered at Police Station Tilak Marg, is quashed along with all other consequential proceedings emanating therefrom, subject to the payment of an amount of Rs. 6 Lacs by the petitioner to the respondent no. 2 as noted above.

17. The petition stands disposed off, in the above terms.

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

VIKAS MAHAJAN, J SEPTEMBER 12, 2023/dss This is a digitally signed order.

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