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

+ **CRL.M.C. 94/2023**

RAJENDER SINGH

..... Petitioner

Through: Mr. Durgesh Kumar Sharma, Adv.

versus

STATE (NCT OF DELHI) THROUGH SHO CHHAWLA & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for State
and SI Dharmveer, PS Chhawla.

Mr. B.K. Singh and Mr. Rakesh
Singh, Adv. for R-2.

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Date of Decision: 24.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 387/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 94/2023

1. The present petition has been filed seeking quashing of case FIR No. 182/2017 under Sections 420/468/471/34 IPC registered at PS Chhawala, South-West Delhi.
2. The present FIR was lodged on the statement of complainant Vijay

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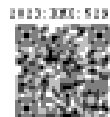
Kumari W/o Shri Rajender Singh alleging therein that on 18.06.2015 Rajender Singh has executed a registered gift deed in her favour after which she became the sole owner of the property. However, the complainant came to know that on 28.09.2016 that her late daughter Smt. Muklesh in conspiracy with Sh. Rajender Singh (husband of the complainant) got the gift deed executed in her favour in respect of 6 Biswas Khasra No. 25/26(0-05), 27(0-01) village Daulatpur Tehsil Kapashera. The complainant has alleged that this property has also been subject matter of the registered gift deed executed in her favour.

3. During the course of investigation Smt. Muklesh died on 29.11.2016 and The FIR was lodged pursuant to an under Section 156(3) Cr.P.C. The charge-sheet was also filed. Learned MM on 03.03.2022 took cognizance of the offence under Section 420/468/471/34 IPC and summoned the petitioner.
4. However, now both the parties have settled the matter amicably vide settlement deed dated 02.01.2023 with the following terms and conditions:

“WHEREAS the FIRST party and SECOND party are husband and wife and at presently living together happily.

AND WHEREAS first party is the complainant and the second party is the accused in the FIR No. 182/2017 dated 16 May 2017 under section 420/468/471/34 IPC at PS Chhawla Distt Dwarka Delhi.

AND WHEREAS first party has made compromise with



second party as the matter has been amicably settled between the complainant and the accused person without any pressure, coercion, threats or undue influence and now there are no disputes left between the parties and both are living happily together.

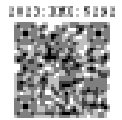
AND WHEREAS the complainant does not want any further proceedings against the accused/second party and also undertakes to quash the proceedings pending before the court of law and second party also undertakes to keep good relation with the complainant and both the parties also undertakes not to claim against each other in future in respect of present case.

AND WHEREAS there is a possibility or probability of both the party to live together as husband and wife in future and both the parties are residing together. Hence, the PARTIES have arrived at the present Memorandum of Settlement/ Compromise Deed.

AND WHEREAS THAT the parties hereto have arrived at present MOS of their own free will, voluntarily and without any pressure, undue influence, coercion and duress of any nature from any quarter whatsoever. Furthermore the parties undertake to strictly abide by the terms of the settlement as noted herein above and shall remain bound by the same.

IN WITNESSES WHEREOF, the parties hereby have set and subscribed their respective hands and put their signatures on this MOS/ Compromise Deed on the date and year FIRST herein above mentioned.”

5. IO is present in the court today and has duly identified the parties.
Complainant states that she has entered into the settlement voluntarily



without any fear, force or coercion.

6. Section 482 Cr.P.C. pre-supposes three circumstances under which the inherent jurisdiction may be exercised, i.e., (i) to give effect to an order (ii) to prevent the abuse of the process of court and (iii) to otherwise secure the ends of justice. The court while exercising the power under Section 482 Cr.P.C. does not function as a court of appeal or revision. The powers under Section 482 Cr.P.C., are of wide plenitude but have to be exercised sparingly with caution and only in the event when aforesaid three conditions are satisfied. The object behind the exercise of such power should be to do real and substantial justice for the administration of which the courts exist.
7. It has been repeatedly held by the Hon'ble Supreme Court and this court that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, and where the court may be of the opinion that a settlement between the parties would lead to better relations between them, the court may exercise power under section 482 Cr.P.C. for quashing the proceedings or the complaint or the FIR as the case may be.
8. I consider that there would be no purpose of continuing with the proceedings. The parties are husband and wife at an advanced age and are living peacefully. The parties have amicably settled the matter. In the view of the above stated facts and circumstances, FIR No. 182/2017



under Sections 420/468/471/34 IPC registered at PS Chhawala, South-West Delhi and all the other proceeding emanating therefrom are Quashed.

9. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 24, 2023/AR