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

+ CRL.M.C. 497/2022, CRL.M.A. 2184/2022

JAI PRAKASH @ MONTU & ORS.

..... Petitioners

Through: Mr. Vishal Kumar and Mr.Nachiketa
Suri, Advs.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Mahendra Kohli, PS Bhalswa
Dairy.

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Date of Decision: 2nd May, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. This is a petition filed under Section 482 Cr.P.C. for quashing of FIR No.5/2012, under Section 323/324/34 IPC, registered at Police Station Bhalswa Dairy, Delhi, and all proceedings emanating therefrom, on the basis of settlement between the parties.
2. Briefly stated facts of the case are that the FIR was lodged on the statement of Complainant-Ashok Kumar under Section 323/324/34 IPC. It is alleged therein that
3. The Charge sheet was filed and the charges have been framed under Sections 326/324/34 IPC. However, it is submitted that the parties



have now reached on a settlement dated vide MoU dated 18.06.2021 and thus the present FIR may be quashed along with all the other proceedings emanating therefrom.

4. The terms and conditions of the said MoU/Settlement Deed are as follows:

- A. That the recitals herein above stated shall also be treated as terms of this MOU wherever necessary apart from being used for interpreting and applying the terms between the parties.
- B. That the Second Party shall not damage of reputation / publication destruction, any kind of harassment or botheration in any given point in life terms of the Complainant.
- C. That the Second Party shall not communicate to each other in any form once the MOU has been granted.
- D. That the First Party shall cooperate in Quashing Petition from the competent court of law prior to record the statement before the Hon'ble Court and in between he shall not continue with the same in any manner.
- E. That the Complainant undertake and agree to not to initiate any legal proceedings including criminal proceedings against the Second Party. Both the parties have no claim against each other. The first Party shall cooperate the Second Party for quashing the FIR No. 505/2012 dated 23.01.2012 in P.S. Bhalaswa Dairy, Delhi which is pending before the Hon'ble Court of Ms. Divya Malhotra, Ld. MM North, Delhi.
- F. That both the parties agree and undertake that they have entered



into this Memorandum of Understanding of their own freewill and without any pressure, force, fraud or coercion or influence.

G. That in case of any violation of any of the terms mentioned and agreed herein above, the parties shall be at liberty to seek enforcement of the terms of this MOU through Court in case of default by either party.

5. The complainant is present in the Court and submits that he has entered into the settlement voluntarily without any fear force and coercion.
6. IO has duly identified the complainant.
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 CrPC 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 have amicable settled the matter. In view of the settlement deed along with the facts and circumstances of the FIR No.5/2012, under Section 323/324/34 IPC, registered at Police Station Bhalswa Dairy, Delhi, and all proceedings emanating therefrom is quashed.
9. The present stands disposed of.



DINESH KUMAR SHARMA, J

MAY 2, 2023/Pallavi

