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

+ CRL.M.C. 1867/2023

59 ASHOK KUMAR GUPTA & ORS. Petitioners

Through: Mr. Raj Kumar, Adv.

versus

THE STATE & ANR. Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Mauryank Istwal, PS
Kalyanpuri.
Mr. Dharmender, Adv. for R-2.

+ CRL.M.C. 1889/2023

60 VIPIN GUPTA @ RAHUL GUPTA & ORS. Petitioners

Through: Mr. Dharmender, Adv.

versus

THE STATE (GOVT. OF NCT OF DELHI) & ANR.
..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State and ASI Ashok Kumar, PS New
Ashok Nagar.
Mr. Raj Kumar, Adv. for R-2.

+ CRL.M.C. 1912/2023

61 VIPIN GUPTA @ RAHUL GUPTA Petitioner

Through: Mr. Dharmender, Adv.

versus

THE STATE (GOVT. OF NCT OF DELHI) & ORS.
..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Dharendra Kumar, PS



Madhu Vihar.
Mr. Raj Kumar, Adv. for R-2.

+ CRL.M.C. 1870/2023

76 RAJENDER GUPTA

..... Petitioner

Through: Mr. Raj Kumar, Adv.

versus

THE STATE & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for State
and Insp. Bhrahmdutta and SI
Krantiveer, PS Ghazipur, Delhi.
Mr. Dharmender, Adv. for R-2.

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Date of Decision: 19.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 7155/2023

CRL.M.A. 7210/2023

CRL.M.A. 7289/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 1867/2023

1. The present petition has been filed seeking quashing of case FIR No. 0229/2019 dated 30.04.2019 registered under Sections 308/341/506/34 IPC at PS Kalyan Puri, Delhi.
2. The FIR was lodged on the statement of Vipin alleging therein that his father-in-law and brother-in-law are pressurizing him to settle the



litigation with his wife on a payment of Rs. 12 lacs. The complainant alleged that he did not agree to his illegal demand. He further alleged that on 29.04.2019 while he was going from Jalebi Chowk to his home on his scooty, his father-in-law Ashok Gupta intercepted and his father-in-law, brother-in-law/Sonu Gupta along with two other persons again demanded a sum of Rs. 12 lacs. The complainant alleged that SonuGupta took out a knife and assaulted him on his head and the other two persons gave him leg and fist blows on his back. It is further alleged that the offenders took Rs. 3600/- from him and threatened to kill him.

3. Learned counsel for the petitioner submits that charge-sheet has already been filed against petitioner herein.

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4. The present petition has been filed seeking quashing of case FIR No. 0606/2018 dated 19.11.2018 registered under sections 498A/406/34 IPC at PS Ashok Nagar, New Delhi.
5. The present FIR was lodged on the complaint of Ms. Kiran Gupta against the petitioners for the demand of dowry and cruelty.
6. Learned Counsel for the petitioner submits that the charge-sheet in this case has been filed against Petitioner No.1/Vipin Gupta, Petitioner No.3/Rajbala and Petitioner No.4/Chandani.
7. It has been submitted that petitioner no.2/Ravinder Kumar Gupta has expired.

CRL.M.C. 1912/2023

8. The present petition filed seeking quashing of case FIR No. 0309/2018 dated 22.09.2018 registered under Sections 323/354/506/509 IPC at PS



Madhu Vihar, Delhi.

9. The present FIR was lodged on the statement of Ms. Kiran Gupta alleging therein that on 18.09.2018 when she had gone to CAW cell along with her elder sister Nitya Gupta, Mother Kamlesh Gupta and father Ashok Gupta, the accused persons namely Vipin Gupta, Ravinder Gupta and Rajbala Gupta were also present there on being called by the IO. It is alleged that when everybody came out of the DCP Office, Petitioner/Vipin Gupta started to abuse them and also threatened to kill to kill the complainant and her family members. It is further alleged that the Petitioner/Vipin Gupta hit the complainant and her elder sister.
10. Learned Counsel for the petitioner submits that the charge-sheet in this case has already been filed against petitioner Vipin Gupta.

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11. The present petition filed seeking quashing of case FIR No. 0390/2019 dated 19.11.2019 registered under Section 308 IPC at PS Ghazipur, Delhi.
12. The present FIR was lodged on the statement of SI Dharamveer Singh. It has been alleged that on receipt of information of gun short fired, the complainant/SI Dharamveer Singh reached on the spot of incident, he found three used cartridges and a scooty bearing number DL 7SCA 9328. It was informed that the injured was taken to L.B.S. Hospital and in the hospital injured Rahul Gupta @ Vipin Gupta was found admitted and he was alleged to have been assaulted by gun shots at a distance of 3 meters approximately as stated by the injured. SI stated that since no eye witness could be found, therefore, the FIR was lodged on the basis



of his statement.

13. All the parties are present in the court today.
14. Learned counsel for the parties submits that during the pendency of the proceedings all the parties have entered into a settlement at Delhi Mediation Centre, Karkardoma Courts vide settlement deed dated 27.01.2020.
15. It has been submitted that there were total 9 matters pending between the parties which are as under:
 - i) *Complaint u/s. 12 of DV Act titled -"Kiran Gupta Vs. Vipin Gupta", pending before the court of Ms. Ritu Singh, Ld,MM, KKD Courts, Delhi.*
 - ii) *FIR No. 606/2018, PS 498A/406/34 IPC, titled State Vs. Vipin Gupta &Ors.", is pending investigation and chargesheet is yet to be filed.*
 - iii) *FIR No.309/2018, PS Madhu .. Vihar, U/s 323/354/506/34 IPC, titled "State Vs. Vipin Gupta", is pending investigation and chargesheet is yet to be filed.*
 - iv) *FIR No. 229/19, PS Kalyan Pllriu/s. 308/341/506/34 IPC, titled State Vs. Ashok Kumar Gupta &Ors", is pending in the court of Sh. S.K. Gautam, Ld. ASJ, KKD Courts, Delhi.*
 - v) *FIR No. 390/2019, PS Gazipur, U/s. 308/34 IPC &25/27 Arms Act, titled "State Vs. Rajender Gupta &Ors." is pending investigation and chargesheet is yet to be filed.*
 - vi) *NCR No. 35/18, dated 3.10.2018, U/s. 323/506 IPC, PS Farsh Bazar, registered by the wife.*
 - vii) *NCR No.40/18, dated 18.11 .2018, U/s. 323 IPC, PS Farsh Bazar, registered by the wife.*



viii) Complaint u/s. 156 (3) Cr. PC, "Smt.Rajbala Gupta Vs. Kiran Gupta", is pending in the court of Sh. Anubhav Jain, Ld,MM, KKD Courts, Delhi.

ix) Petition u/s. 9 of HMA titled "Vipin Gupta Vs. Kiran Gupta", is pending in the court of Ms. Sarita Birbal" Ld. Judge Family Court, KKD Courts, Delhi."

16. It has been submitted that besides this petition, a petition under Section 125 Cr.P.C. was also instituted by Ms. Kiran Gupta.
17. The Settlement deed dated 27.01.2020 contains the following terms and conditions:

"1. It is agreed between the parties that they have decided to separate their ways by getting their marriage dissolved by mutual consent in accordance with law as provided u/s. 13 (B) of HM Act.

2. It is agreed between the parties that the first motion petition shall be filed by the parties within 10 days from today and they shall file second motion petition within a month of expiry of statutory period of six months as per law or as permitted by the Court.

3. It is agreed between the parties that the wife is not claiming any consideration & is forgoing all her rights arising out of the marriage including permanent alimony, istridhan, maintenance (present, past & future).

4. It is agreed between the parties that the respondents shall move appropriate petition for quashing of FIR No.606/2018, PS New Ashok Nagar, U/s. 498A/406/34 IPC within a month of obtaining final decree of divorce by mutual consent and the wife shall cooperate with the respondents in quashing of the said FIR in every manner.

5 It is agreed between the parties that the wife shall withdraw the present petition u/s. 125 Cr.PC& her complaint u/s. 12 of DV Act from the court concerned



after recording statement of the parties in first motion but before recording statement of the parties in second motion for divorce by mutual consent.

6. It is agreed between the parties that the wife shall withdraw her both the above stated NCRs within a week from today.

7. It is agreed between the parties that the husband shall cooperate with the respondents in compounding of offences u/s.341/506/34 IPC only (as section 308 IPC is non-compoundable) before the court concerned in FIR No. 229/19, PS Kalyan Puri, on the date already fixed i.e 29.1.2020.

8. It is agreed between the parties that Smt. Nitya Gupta shall cooperate with the respondents in compounding of offence u/s. 323/506/34 IPC only)' as section 354 IPC is non-compoundable) in FIR No. 309/2018 PS Madhu Vihar, as and when required.

9. It is agreed between the parties that Smt. Rajabala Gupta shall withdraw her complaint u/s. 156 (3) Cr.Pc from the court concerned on the date fixed in this matter i.e. 29.1.2020.

10. It is agreed between the parties that husband shall withdraw his petition u/s. 9 of HMA from the court concerned before filing for first motion petition, as agreed herein above.

11. It is agreed between the parties that thereafter, they shall be free to live their life, independently without any interference in each others' personal life & shall not litigate qua the present marriage in future.

12. It is agreed between the parties that they shall be left with no matrimonial rights towards each other arising out of present marriage & shall not be left with any right, title or interest in the movable or immovable



properties of each other.

13. It is agreed between the parties that in case of breach/violation/willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possible way.

14. It is agreed between the parties that the defaulting party would return all the benefits/advantages/privileges that have enured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.

15. It is agreed between the parties that the terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever and the settlement agreement has correctly recorded the said agreed terms.

16. Both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement.”

18. Ms. Kiran Gupta is present in the court and states that the decree of divorce has already been granted vide order dated 16.03.2020 by way of mutual consent.
19. Ms. Kiran Gupta further states that now she has re-married and is settled and is living happily. She states that she has entered into settlement voluntarily at her own free will without any fear, force and coercion.
20. Mr. Rahul Gupta s/o late Sh. Ravinder Gupta complainant in case FIR No. 390/2019 also states that he has entered into the settlement



voluntarily without any fear, force and coercion.

21. Perusal of the status report filed by the state indicates that the petitioner in the present case is the brother-in-law of Mr. Rahul Gupta @ Vipin gupta.
22. IO states that the persons who had fired the gun shots were not apprehended. However the complainant/respondent No.2 had named the petitioner.
23. The perusal of all the FIRs and the facts as mentioned herein above indicate that all the FIRs were an outcome of a matrimonial dispute and now the parties have settled the dispute.
24. Learned APP for the State has opposed the quashing of FIR No. 390/2019 under Section 308 IPC registered at PS Ghazipur, Delhi on the ground that offence is serious in nature and thus cannot be quashed.
25. However it is a settled proposition that while entertaining a petition for quashing, the court can also examine whether the offence under Section 308 IPC is made out or not. As being stated by the IO the shooters were not found and Mr. Ravinder Gupta was named by injured.
26. IO has duly identified the parties.
27. The High Court is the highest court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the



inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

28. 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, the court may while taking into consideration the special facts of a case quash the proceedings.
29. This court considers that there would be no purpose of continuing with the trial as the parties have reached on a settlement and have decided to give quietus to the proceedings.
30. Taking into account the totality of facts and circumstances, the case FIR No. 0229/2019 dated 30.04.2019 registered under Sections 308/341/506/34 IPC at PS Kalyan Puri, Delhi; FIR No. 0606/2018 dated 19.11.2018 registered under sections 498A/406/34 IPC at PS Ashok Nagar, New Delhi ; FIR No. 0309/2018 dated 22.09.2018 registered under Sections 323/354/506/509 IPC at PS Madhu Vihar, Delhi and FIR No. 0390/2019 dated 19.11.2019 registered under Section 308 IPC at PS Ghazipur, Delhi and all the proceedings emanating therefrom are quashed.
31. The Present petitions are disposed of.

DINESH KUMAR SHARMA, J

JULY 19, 2023/AR