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

+ **CRL.M.C. 4246/2023**

SH VINOD KUMAR AND ANR. Petitioners

Through: **Mr.Aditya Bhardwaj, Adv.**

versus

STATE GOVT OF NCT OF DELHI AND ANR. Respondents

Through: **Mr.Hemant Mehla, APP for the state**
with Mr.Dipanshu Meena, Advocate
SI Rajvir Singh, Delhi Police
Academy

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Date of Decision: 02.06.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 15947/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 4246/2023

1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No.1263/2015 dated 27.08.2015 registered under Section 323/341/354(B)/34 IPC registered at PS Tilak Nagar, Delhi and all the proceedings emanating therefrom.

CRL.M.C. 4246/2023

Page 1 of 5



2. The FIR was lodged on the statement of complainant/respondent no.2 alleging therein that the present accused used to stay opposite the complainant's house and the accused/Petitioner has committed offences under section 323/341/354(B)/34 IPC. The charge sheet has been filed before the Ld. MM, (Mahila Court), West Tis Hazari Court.
3. However, now the parties submit that they have settled the matter amicably vide Memo of Understanding dated 22.05.2023 on the following terms and conditions:

1. *That the parties to the present MOU have agreed to get their dispute resolve by mutual consent accordingly, the parties have agreed to sign, verify, and file the quashing petition under section 482 Code of Criminal Procedure Before the Hon'ble Delhi High Court and for releasing both the parties from the criminal accusation by Mutual Consent in the competent court of law. Both the parties shall appear before the competent court at Delhi, for giving/recording of their respective statements for quashing the FIR bearing no. 1263/2015 as well as the charge sheet by Mutual Consent as per the settlement in both the petition and cooperation with each other for the said purpose.*
2. *That both parties assure and confirm that they have permanently destroyed/ deleted/ removed all photos/ videos/audio /snippets etc from their mobile/ laptop/ google drive/mail account or any other place of storage where such photos/ videos/ audio etc. can be stored electronically or physically. However, if it is later discovered or learned by any one of the parties, then in case the other/ aggrieved party has such photos/ videos/audio, it will be considered a breach, and the aggrieved party will take appropriate steps/action per law.*
3. *That both parties undertake to fully cooperate, sign, verify, file, appear and give their statements in the competent court during the matter to be filed by them U/s 482 of the Code of Criminal Procedure without any default.*
4. *That the Parties to this Memorandum of Understanding have given the consent to sign this MOU/ Settlement/ Compromise deed*



and agree that the same has not been obtained by force, fraud, coercion, and/or undue influence. That it is the joint and mutual will of the parties that prevailed upon them for signing this Memorandum of Understanding on the terms and conditions stated herein above.

5. That all the parties have put their signatures herein below after understanding fully the terms and conditions of this Memorandum of Understanding.

6. That this MOU shall be binding upon the parties immediately upon it being fully signed by both parties.

7. That the parties have agreed that they shall make appropriate statements before the concerned authorities/courts and shall cooperate in all the legal proceedings for closing the entire matter(s) if any.

8. That the First parties shall be at liberty to move the Hon'ble High Court of Delhi within 10 days from the date of signing of this Memorandum of Understanding by filing a petition under section 482 CrPC seeking Quashing of FIR No. 1263/2015 as well as the charge sheet based on this Memorandum of Understanding, when during the course of the hearing of the said Quashing Petition and the Hon'ble Court accepts this voluntary and bonafide compromise between both parties and the FIR as well as charge sheet in question is quashed as a result thereof, the matter pending between the parties shall stand settled. The First parties and Second party has agreed to give the necessary undertaking before the Hon'ble High Court of Delhi to abide by the terms and conditions of this Memorandum of Understanding.

4. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that she has entered the settlement voluntarily without any fear, force or coercion. She submits that other petitions have already been withdrawn or dismissed. And since the parties have amicably settled, she has no objection if FIR No.1263/2015 dated 27.08.2015 registered under Section 323/341/354(B)/34 registered at PS Tilak Nagar, Delhi and all the proceedings emanating therefrom are quashed.



5. The inherent power under Section 482 Cr.P.c. is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guidance engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In the case of ***Gian Singh v. State of Punjab (2012)*** 10 SCC 303, the Supreme Court has observed that in the exercise of its inherent power under Section 482, the High Court can quash FIR/Charge-sheet on the basis of alleged settlement except in cases of rape, murder, dacoity or the cases under the Special Statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc. 7. It has also been repeatedly held that the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. Reliance can be placed upon ***Madhavrao Jiwajirao Scindia v. Sambhajirao Chandrojiroo Angre***, (1988) 1 SCC 692.
6. In the present case, it appears from the averments of the affidavit as well as interaction with respondent no.2/ complainant that she is not going to support the case of the prosecution and the possibility of conviction is remote and bleak. In view of the matter, the continuation of the criminal proceedings would be an exercise in futility and it is an abuse of the process of the court. There would be no purpose in continuing with the present proceedings and accordingly, FIR



No.1263/2015 dated 27.08.2015 registered under Section 323/341/354(B)/34 IPC registered at PS Tilak Nagar, Delhi and all the proceedings emanating therefrom are quashed.

7. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

JUNE 2, 2023

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