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

+ **CRL.M.C. 3126/2022**

SOCHIPEM KASHAK Petitioner

Through: Ms.Eliza Rumthao, Adv.

versus

STATE & ANR. Respondents

Through: Mr.Amit Sahni, APP for the State.
WSI Gaithoiliu, PS Dwarka South
Respondent no.2 in person (through
VC)

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Date of Decision: 17.08.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed seeking quashing of FIR No.0170/2022 dated 09.04.2022 registered under Section 354(A) of IPC at PS Dwarka South and all other proceedings arising therefrom.
2. Briefly stated facts of the case are that the Petitioner herein opened a music academy in 2016 where the Respondent no.2 enrolled as a

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student. However, in 2017, the Petitioner allegedly made unsolicited advances towards the Respondent no.2 making her feel uncomfortable and leading her to leave the music academy. Thus, the present FIR was lodged on 09.04.2022.

3. However, due to intervention of friends and elders of the society, the parties have arrived at a an amicable settlement vide Compromise Deed dated 01.06.2022 on the following terms and conditions:

... The First Party has thus agreed to withdraw the complaint made against the Second Party and the parties shall make statements before the court or the police authorities in this respect as and when required. All the disputes between the parties stands finally resolved and there is no ill will or complaint against each other in any manner. The parties have thus decided to file petition for quashing of FIR.

And whereas this FIR Quashing Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side. The parties have decided to end all their disputes fully and to live peacefully.

Any complaint by the parties against each other shall stand withdrawn, cancelled and revoked finally after signing of this mutual compromise deed.

The present FIR Quashing Compromise Deed is irrevocable and violation of any of the terms of this compromise deed shall be deemed to be violation of the compromise deed.

4. Respondent no.2, who is appearing through VC, submits that she has settled the matter on her own free will without any fear, force or coercion.
5. The Learned APP submits that the character certificate of the petitioner has been filed along with the status report.



6. The parties have been identified by the IO.
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 and do not see any reason to reject the settlement.
9. Taking into the account the totality of facts and circumstances the present FIR No.0170/2022 dated 09.04.2022 registered under Section 354(A) of IPC at PS Dwarka South and all the other proceedings emanating therefrom are quashed
10. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 17, 2023

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