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

+ **CRL.M.C. 6145/2023**

AMIT MISHRA

..... Petitioner

Through: Mr. Harshit Jain, Mr. Prakhar Sharma
and Ms. Abha Sinha, Adv. (VC).
Petitioner in person.

versus

STATE AND ANR

..... Respondents

Through: Mr.Digam Singh Dagar, APP and SI
Sudhir Jain, PS IGI Airport.
Ms. Shivani Chaudhary, Adv. with R-
2 in person.

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Date of Decision:25.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 23052/2023

1. Exemption allowed subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed seeking quashing of case FIR No.

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0379/2023 under Sections 341/354D/506 IPC, registered at PS IGI Airport.

4. Briefly stating, the present FIR was registered on the complaint of the victim/Respondent No. 2 alleging that Petitioner was continuously calling and texting the complainant on her mobile phone and making around 150 calls per day. Respondent No. 2 had strictly said to the petitioner that she was not interested in talking to him. She further stated that they have had known each other for around 6 to 7 months and the petitioner was harassing the complainant by calling and texting her daily. On 30.06.2023, the petitioner came outside the Airport as the flight of the complainant landed at T3. The complainant was accompanied by 2 of her friends (Manukriti & Sukanya) when the petitioner obstructed her way and grabbed her Bag and stopped her and said “I want to talk to you”. Allegedly for the last 2 months, the complainant had been explaining to the petitioner politely that she doesn’t want to talk to the petitioner and stop calling and following her. Every time he used to say that he’d kill himself if the complainant didn’t talk to him. Further, he threatened the complainant along with her friends with dire consequences. Hence the present FIR was filed.
5. Learned counsel for the Petitioner submitted that during the pendency of the proceedings, the well-wishers of the parties intervened in the present matter and resolved the misunderstandings and conflicts between the parties. Further, an amicable settlement was arrived at between the parties.



6. Petitioner and Respondent No. 2 signed a Settlement Deed dated 28.07.2023. Both parties state that there were minor conflicts and misunderstandings that resulted in the registration of the present FIR. Respondent No. 2 has condoned all the acts and omissions as such of the petitioner. Further, Respondent No. 2 states that she does not want to continue any further litigation and is willing to lead her normal peaceful life.
7. It is submitted that Respondent No. 2 now has no grievance of any kind against the Petitioner. The parties have resolved their disputes amicably and a settlement dated 28.07.2023 has been effected between the Petitioner and the Complainant/Respondent No. 2 herein on the following terms and conditions:

“1. That with the intervention of the well wishers, both the parties have arrived to an amicable settlement and now there is no dispute left between the parties as the same has been resolved amicably and the parties shall be bound by the terms of the present settlement deed.

*2. That the First Party has agreed to make her statement before the Court of Law to withdraw the case arising out of **FIR bearing no. 0379/2023 , U/S 341 /354 D /506 IPC, registered at PS: I .G.I . Airport, Delhi .;** against Second Party and also agreed to pray the Hon'ble High Court of Delhi for quashing of the said FIR by cooperating the Second Party by filling a Joint Petition for quashing before*



Hon'ble Delhi High Court.

3. That the First Party & Second Party also undertakes to withdraw all/any other complaint, if the same has been filed before any other Court of Law or tribunal or authority or before any governmental or non -governmental authority.

4. That both the parties do not want to proceed further against each other as all their family disputes, grudges and misunderstanding have already been sorted out amicably out of Court and both the parties want to proceed further with their respective future and want to lead their peaceful lives.

5. That both the parties undertake not to file any other or further litigation pertaining to the dispute in question before any court of law and authorities and if any initiated, the same would be treated as null and void.

6. That if any party fails to comply the terms and conditions of this compromise deed then other party will have the right to take appropriate and necessary legal action against the party in fault under this MOU/Settlement agreement.

7. That the First Party and the Second Party have settled all their grievances and disputes without any force, undue influence or coercion from any side, out of their sweet/free will and choice and the parties are not under collusion.

8. This MOU /Settlement Deed may be executed in two



counterparts which forms part of the present MOU/Settlement Deed as mutually decided by the Parties, each of which shall constitute the original but all of which when taken together shall constitute one and the same agreement and both the parties shall have one original of the present MOU /Settlement Deed.”

8. 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 further submits that she has no objection if FIR No. 0379/2023 under Sections 341/354D/506 IPC, registered at PS IGI Airport, Delhi is quashed.
9. The Hon’ble Supreme Court in **Saju P.R. v. State of Kerala**, Criminal Appeal No.1740/2019 *inter-alia* held that:

“Considering the peculiar facts of the present case, the affidavit filed by the complainant and other materials on record, in our opinion, the relief claimed by the appellant to quash the criminal proceedings pending against him deserves to be acceded to for doing complete justice to the parties concerned.”

10. The Kerala High Court in **Vishnu v. State of Kerala & Anr. and other connected matters**, 2022 SCCOnline Ker 4361 *inter-alia* held that:

“16. From the precedents and law on the subject enunciated



above, it can be concluded that though the High Court should not normally interfere with the investigation/criminal proceedings involving sexual offences against women and children only on the ground of settlement, it is not completely foreclosed in exercising its extraordinary power under section 482 of Cr. P.C or Article 226 of the Constitution of India to quash such proceedings in 'extraordinary circumstances' to do complete justice to the parties. However, it is always a difficult task for the Court to identify the so-called 'extraordinary circumstance'. The interest of the victim and the societal interest often clash, making the job of Courts more complex. The issue must be considered from different perspectives, the pros and cons must be weighed, and a rational view must be taken. A holistic approach is called for in identifying the cases fit for compromise."

11. It is settled law that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence, the gravity of the case, and the amicable settlement between the concerned parties.
12. Taking into account the totality of facts and circumstances of the case and in order to do complete justice to the future of Petitioner and



Respondent No. 2, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.

13. In view of the above, FIR No. 0379/2023 under Sections 341/354D/506 IPC, registered at PS IGI Airport Delhi, and all the other proceedings emanating therefrom are quashed.
14. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 25, 2023/AR