



\$~52

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

+ **CRL.M.C. 5191/2022**

MANISH KUMAR

..... Petitioner

Through: **Mr. Rishu Singh, Mr. Kunal Katra,
Ms. Vasudha Gupta, Advs.**

versus

THE STATE & ANR.

..... Respondents

Through: **Mr. Amit Sahni, APP for the State
with SI Lalit Kumar PS Bindapur.**

**Mr. Chirag Babbarm, Adv. for R-2
with R-2 through (VC).**

%

Date of Decision: 12th July, 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 under Section 482 Cr. PC seeking quashing of FIR No 1601/2015 registered at PS Binda Pur, under Section 66A of IT Act. The chargesheet has been filed under sections 66C/66D & 67A of IT Act, 2000.
2. Briefly stated facts of the case are that the present FIR was lodged on the statement of respondent No.2 alleging therein that the petitioner



had made a fake ID of the complainant and then uploaded some vulgar material with that fake ID.

3. However it is submitted that now the parties have reached on an amicable settlement vide settlement deed dated 17.09.2022 on following terms and conditions:

1. That the Second Party in his statement dated 06.08.2016 given before the Investigating Officer explained his actions which are the subject matter of the FIR No. 1601/2015 dated 18.11.2015, and on tendering unconditional apology by second party to the first party, both the Parties herein have decided and agreed to mutually settle the matter. That the Second Party states that there was/will never be any malice or ill will towards the First Party and her family members. With a view to close the matter amicably, the Parties have settled all their respective claims against each other.

2. That the First Party has agreed to withdraw the complaint made against the Second Party and therefore does not wish to pursue the FIR No. 1601/2015 dated 18.11.2015 registered at PS: Binda Pur, Dwarka, Delhi, on the written assurance that the Second Party shall never get in touch with the First Party in future.

3. That the Parties have mutually agreed that they shall make statements before the Court or police authorities in this respect as and when required.

4. That both the parties are now married and have their own families and are living peacefully in different cities i.e. New Delhi and Gurugram respectively and have not been in touch over the last **seven-eight years**.

5. That all the disputes between the parties stand finally resolved and there is no ill will or malice against each other in any manner.

6. That the Parties have mutually agreed that the Second Party shall file a petition for quashing of the said FIR No. 1601/2015



dated 18.11.2015, it's charge sheet and other consequential proceedings arising therefrom before the Hon'ble High Court of Delhi on the basis of the instant Settlement Agreement and that the First Party shall have no-objection to the same and shall do any act necessary for ensuring quashing of the said FIR.

7. That the First Party undertakes to withdraw all the cases/complaint/petition against the Second Party, if any, and the same shall be deemed to have been withdrawn or be treated as null and void. The Second Party assures the First Party that under no circumstances, *he* or his family will get in touch with the First Party or her Family members in any manner. The Second Party also assures that he will not use the First Party's name or contents related to First Party like photographs, videos, emails, messages etc. on any public/social platform or any mode of communication with any individual in any event, the subject matter phone already stands seized by the Investigating Officer on 06.08.2016 and the Parties have not been in touch over the past seven-eight years. That the Parties have resolved and sorted out all the disputes between them out of their free will and without any pressure from any corner and without any coercion or undue influence from any side. The Parties are already leading independent lives. Both the Parties have got married, and are happily settled. The arrangement has been arrived at mutually and amicably.

8. That both the parties undertakes to sign, verify, file, appear, give their statements before the IO/Hon'ble High Court and do any other things necessary before the Hon'ble High Court of Delhi, before and during the Quashing Petition to be filed by the Second Party for Quashing of the FIR No. 1601/2015 dated 18.11.2015, without any default.

9. The second party undertakes to file an affidavit before the Hon'ble Delhi High Court with the Quashing petition wherein he tender unconditional apology and further give an undertaking to not get in touch with first party at any point of time in future.



10. That both the parties have undertaken to remain bound by the terms and conditions of this Settlement Agreement.

11. That the entire controversy and all disputes between the Parties stands completely resolved in all respect after deliberation between them and the Parties also confirm and declare that they have arrived at this Settlement Agreement voluntarily and of their own choice, free will and without any pressure or inducements from any quarter in the presence of the witnesses.

4. Learned counsel for the petitioner submits that earlier the petitioner and respondent No.2 got engaged but it did not fructify into marriage at that time. However, both the parties have now been married and are settled.
5. Learned APP submits that it has been 8 years since the present FIR was filed and the allegations against the petitioner are serious in nature.
6. Respondent No. 2 has also appeared through VC and submits that she has married and is having the children. She submits that she does not want to pursue the present matter.
7. IO has duly identified the parties.
8. Section 482 Cr.P.C. pre-supposes three circumstances under which the inherent jurisdiction may be exercised, i.e., (i) to give effect to an order (ii) to prevent the abuse of the process of court and (iii) to otherwise secure the ends of justice. The court while exercising the power under Section 482 Cr.P.C. does not function as a court of appeal or revision. The powers under Section 482 Cr.P.C., are of wide plenitude but have to be exercised sparingly with caution and



only in the event when aforesaid three conditions are satisfied. The object behind the exercise of such power should be to do real and substantial justice for the administration of which the courts exist.

9. It has time and again been held by the Apex Court and this court that wherein the offence is predominantly private in nature, the court may be of the opinion that a settlement between the parties would lead to better relations between them and would resolve the private dispute and thus the court may exercise power under Section 482 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.
10. In view of the above facts and circumstances, FIR No. 1601/2015 registered at PS Binda Pur, under Section 66A of IT Act and all the other proceedings emanating therefrom are quashed.
11. However, it is a matter of fact that the petitioner has clogged the criminal justice system for 8 years. A cost of Rs.25,000/- to be deposited in the Advocates' Welfare Fund, is thus imposed on the petitioner.
12. Compliance report be filed.
13. In view of the above, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 12, 2023

Pallavi