

\$~36

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

+ **CRL.M.C. 5287/2022**

TOFIK ALAM & ORS.

..... Petitioners

Through: **Mr.M.K.Saroha and Ms.Urvashi**

Bhatia, Advocates

versus

STATE (NCT OF DELHI) & ANR.

..... Respondents

Through: **Mr.Hemant Mehla, APP for the state**

with Mr.Dipanshu Meena, Advocate

SI Harish Hooda, PS Keshav Puram

%

Date of Decision: 10.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed seeking quashing of FIR No.0053 dated 06.02.2019 registered under Section 354/323/509/34 IPC and 12 POCSO at PS Keshav Puram.
2. The factual matrix of the case is that the parties are neighbours and are residing in the same vicinity. On 04.02.2019 due to some misunderstanding, a quarrel took place between the parties and

CRL.M.C. 5287/2022

Page 1 of 4

subsequently FIR no. 53/2019 was lodged on the statement of Tara Devi w/o Kamlesh Kumar under Section 354/323/509/34 IPC at PS Keshav Puram. It is pertinent to note that on the same day cross FIR no.54/2019 was also lodged on the statement given by petitioner no.4/Muskan.

3. However, learned counsel submits that during the pendency of the proceedings, the parties have entered into a settlement/MoU dated 03.09.2022 voluntarily on the following terms and conditions:

- (i) *Both the parties i.e. First Party and Second Party have undertaken that they would withdraw the allegations against each other from their heart and mind.*
- (ii) *It has been agreed between the First Party and the Second Party that the First Party shall co-operate with the Second Party and shall make necessary statements before the Hon'ble High Court of Delhi or before the concerned court (if required) for quashing of the FIR No. No.053/2019 u/s 354/323/509/34 IPC section 12 of POCSO Act PS Keshav Puram, New Delhi.*
- (iii) *It has been agreed between the First Party and the Second Party that the Second Party will also cooperate with the First Party to withdraw/compound the FIR registered against the First Party by the & Second Party bearing No.0054/2019, u/s 323/341/34 IPC PS-Keshav Puram, before the concern court after filing of the Charge Sheet*
- (iv) *It has been agreed between the First Party and the Second Party that they shall not file any case/complaint against each other after execution of the settlement, affidavit and statement before the Hon'ble High Court of Delhi at the time of quashing of the above said FIR.*
- (v) *It has been agreed between the First Party and the Second Party that they shall do their required commitment/promise to bring a complete end of all the disputes pending between them.*

- (vi) *It has been agreed between the First Party and the Second Party that the settlement is full and final between the parties on above mentioned terms. Both the parties above shall remain bound by their respective commitment/promises and they undertake to do every act to bring peace between them. Both the parties agree and understand the terms of settlement/MOU entered between them as stated above and they have agreed and accepted in the interest of having an amicable settlement for long standing disputes between them and the said terms shall be kept confidential and shall not be used by either of the parties against the other and the said terms shall be binding on both the parties.*
- (vii) *The First Party undertakes to co-operate with the second party for filing the quashing petition and will appear before the Hon'ble High Court for quashing of aforesaid FIR.*
4. Learned counsel submits that the charge sheet in FIR no.54/2019 has not been filed however since all the offences are compoundable in nature, the parties shall take appropriate legal proceedings. However, in regard to FIR no.53/2019, the parties have filed the present quashing petition.
5. The parties are present in person and have duly been identified by the IO. They have stated that they have compromised the matter voluntarily without any fear, force or coercion.
6. The power of the Court to quash criminal proceedings on the ground of a settlement has been considered by the Supreme Court in number of cases. While emphasising that the exercise of the power under Section 482 of the CrPC in a particular case would depend upon the facts and circumstances of the case, and no hard and fast categorisation is possible, the Supreme Court in **Gian Singh vs.**

State of Punjab and Another (2012) 10 SCC 303 observed that when the wrong is basically to the victim and the quashing of criminal proceedings in such a case may be appropriate even if the offences have not been made compoundable. Similarly, the guidelines laid down in *Narinder Singh and Others vs. State of Punjab and Another* (2014) 6 SCC 466 contemplate that FIRs in cases where there is/was a pre-existing familial or other personal relationship between the parties may be considered in this context. Such proceedings can be quashed if it would meet the ends of justice or prevent the abuse of the process of the Court.

7. Ordinarily, the cases such as the present are not to be quashed by the High Court in the exercise of its inherent power under Section 482 Cr.P.C. However, the facts of the present case are peculiar in nature. I consider that the present case is a dispute of private nature and the parties have amicably settled their disputes. Accordingly, no purpose would be served in continuing with the proceedings and in view thereof, it would be in the interest of justice if FIR No.0053 dated 06.02.2019 registered under Section 354/323/509/34 IPC at PS Keshav Puram is quashed.
8. Accordingly, FIR No.0053 dated 06.02.2019 registered under Section 354/323/509/34 IPC at PS Keshav Puram and the proceedings emanating therefrom are quashed.
9. Petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 10, 2023/rb

CRL.M.C. 5287/2022

Page 4 of 4