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

+ **CRL.M.C. 5467/2022 & CRL.M.A. 21697/2022**

ITWARI LAL

..... Petitioner

Through: Mr. Vikas, Adv. with petitioner
through v/c

versus

STATE OF NCT OF DELHI AND ANR.

..... Respondents

Through: Mr. Digam Singh Dagar, APP for
State and SI Dhananjay Dubey, Adv.
for R-2.
Mr. Sourabh Khaneja, Adv. with R-2
through V/c.

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Date of Decision: 19.07.2023.

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.P.C. seeking quashing of case FIR No. 453/2013 under Sections 354/354A/509 IPC registered at PS Krishna Nagar, Delhi.
2. Briefly stated facts of the case are that the present FIR was lodged on the statement of respondent no.2/ complainant. It is alleged that the petitioner used to visit the shop at which the respondent no.2 along

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with her husband used to sit and that the petitioner would inappropriately touch the respondent no.2 under differing pretexts. On 01.04.2013, it is further alleged that after the respondent no.2 refused the complainant's advance, he threatened her; after this incident, the FIR was lodged. Moreover, the petitioner made a complaint against the respondent no.2 and her husband stating that they owe him money.

3. However, during the trial complaint case bearing no. 49462/2016, both the parties showed willingness to resolve their differences and therefore, were referred to the Mediation Centre, Karkardooma District Court, Delhi. The dispute between the parties has been settled amicably vide Mutual Agreement dated 23.02.2022 with the following terms and conditions:

"1. It is submitted by the parties that respondents Ms.Namita & Gaurav Kathuria considering their mutual socio-economic conditions, have amicably settled the present matter with the complainant Itwari Lal.

2. It is also agreed between the parties that the respondents shall pay a sum of Rs.15,000/- to the complainant towards full and final settlement of complaint case and said amount shall be paid by the respondents no. 1 & 2 to the complainant on the date fixed before the learned Referral Court.

3. It is agreed between the parties that in terms of the present settlement, the complainant shall co-operate with the respondents named above in compounding the offence punishable under Section 323, 341 & 506 IPC only before the court concerned by making appropriate statement as per law on the date fixed.



4. *It is also agreed between the parties that Ms.Namita (complainant in FIR case) considering their mutual socio-economic conditions, has amicably settled the present matter with the respondent Itwari Lal.*

5. *It is also agreed between the parties that the settlement in case FIR No.453/2013 has been arrived at by them without any monetary consideration.*

6. *It is agreed between the parties that in terms of the present settlement, the complainant and respondent in both the matters shall co-operate with each other for compounding the offences alleged against each other only before the court concerned by making appropriate statement as per law on the date fixed .*

7. *It is also agreed between the parties that so far as non-compoundable offence under Section 354-A IPC is concerned, they shall have recourse to the due process of law and shall co-operate with each other in the trial and/or seeking quashing of the FIR.*

8. *It is further agreed between the parties that the complainant as well as respondent in both the matters shall not resort to any court of law or any other forum for claiming compensation/damages against each other qua the subject matter of the present settlement.*

9. *The terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed terms and same have been read over and explained to the parties in vernacular language.*



10. Both the parties undertake that they will abide by and be bound by the agreed terms / stipulations of the settlement agreement.”

4. The parties have been duly identified by the IO. Further, the IO states that except the present FIR there is no other case against the petitioners.
5. 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.
6. I consider that there would be no purpose of continuing with the proceedings. Taking into the account the totality of facts and circumstances, the present FIR No. 453/2013 under Sections 354/354A/509 IPC registered at PS Krishna Nagar, Delhi and all the other proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

JULY 19, 2023/AR

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