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

+ **CRL.M.C. 6189/2022**

SUKBIR SINGH

..... Petitioner

Through: Mr. S. B. Sharma, Mr. Yashwant G.
And Mr. Tushant, Advs.

versus

STATE & ORS.

..... Respondents

Through: Ms. Manjeet Arya, APP for the State
with SI Aarti Yadav, PS Sagarpur.

R-2 in person.

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Date of Decision: 5th 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. 705/2015 registered at PS Sagarpur under Sections 354D/323 IPC and Section 12 of POCSO Act. The present FIR was lodged on the statement of respondent No.5/complainant alleging that petitioner had been stalking her and when the complainant asked him not to do so, the petitioner gave beatings to her uncle Raj Kumar.



2. Learned counsel for the petitioner submits that on the same date, another cross FIR No. 706/2015 under Sections 341/323/34 IPC registered at PS Sagarpur was lodged by the petitioner party.
3. Learned counsel for the petitioner submits that now the parties have reached an amicable settlement and in FIR No. 705/2015 registered at PS Sagarpur under Sections 354D/323 IPC and Section POCSO Act, the offenses are compoundable in nature have already compounded before the learned Trial Court in respect of FIR No. 706/2015 under Sections 341/323/34 IPC registered at PS Sagarpur. The settlement has been placed on record.
4. The parties have entered into the settlement vide MOU dated 09.11.2022/10.11.2022 or December, 2021 voluntarily fear, force and coercion on the following terms and conditions:-
 - A. That both the parties being related to each other have agreed to maintain peaceful, cordial and harmonious relation with each other in future and thus both the parties have mutually agreed to cooperate each other for quashing of FIR or statement in concerned court in the above noted criminal cases pending against each other.
 - B. That both parties have agreed that they shall cooperate each other in the case above mentioned and give statement to that effect before the Hon'ble High Court of Delhi/concerned Court at New Delhi.
 - C. That both the parties mutually agreed that both in future they



will not file any criminal case or complaint against each other or any other family members qua the alleged dispute and if any case or complaint is found to be pending in any Court of law or before any authority, the same shall be deemed to be null and void.

D. That both the parties undertake to abide by the terms elaborated in this settlement/MOU. That now after this agreement/settlement no more dispute, differences, litigation, claim or counter claims between the parties remains and the parties shall take necessary steps and actions to implement this MOU in its letter and spirit and co-operate with each other.

E. That both parties have executed this agreement/settlement voluntarily on their own free will and accord without any pressure, inducement, force, compulsion or threat from any quarter whatsoever.

5. Respondent No.2 is present in person and states that she has entered into the settlement voluntarily out of her own free will without any fear force or coercion and she has no objection if the present proceedings are quashed.
6. Parties have been duly identified by the IO
7. I have interacted with respondent No.5, she states she wants to settle the matter amicably voluntarily without fear, force or coercion. The cases pertaining to offences under the POCSO act have been quashed by the coordinate benches of this court. Reliance has been placed on



the order dated 24.04.2019 in *Yogesh Kumar Gupta vs State*, W.P. (Crl.) 3281/2018; order dated 02.12.2021 in *Rohit Kumar vs. The State of NCT of Delhi and Anr.*, CRL. M.C. 3096/2021; order dated 21.02.2022 in *Kundan & Anr. Vs. State & Ors.*, CRL.M.C. 27/2022.

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 and does not have a serious impact on the society as a whole then in such cases, 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. Taking into account the peculiar facts and circumstances of the present case and to prevent the abuse of the power of the Court and to



secure the ends of justice this court deems it fit to quash the FIR No. 705/2015 registered at PS Sagarpur under Sections 354D/323 IPC and Section 12 of POCSO Act. and the criminal proceedings emanating therefrom.

11. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 5, 2023

Pallavi

