

\$~49

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

+ **CRL.M.C. 6963/2022**

DHRUV CHAND PATHAK

..... Petitioner

Through: Mr. Shiv Ram Sharma and Mr. Vinod
Khanna, Advocates with petitioner.

versus

THE STATE GOVT OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for State
with Mr. Dipanshu Meena, Advocate
with SI Vikash Fageria, PS Rajouri
Garden.

%

Date of Decision: 25.04.2023.

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 filed under section 482 CrPC for quashing of FIR No.256/2013 registered under Sections 323/354 /34 IPC at P.S. Rajouri Garden. After investigation, Charge sheet has also been filed by the IO under sections 323/ 341/ 354/ 354-B/ 34 IPC.
2. Briefly stated facts of the case are that the present FIR was lodged on the statement of respondent no.2 alleging therein that petitioner/ accused had

CRL.M.C. 6963/2022

Page 1 of 5

misbehaved and molested her. It has been stated that a cross FIR was lodged by the petitioner herein against the respondent no.2 bearing FIR No. 182/2013 under Section 323 IPC registered at PS Rajauri Garden.

3. However, now both the parties have entered into the compromise vide compromise deed dated 3 November 2022. The said compromise deed has been placed on record and the terms of the compromise deed are as under:

"1. That it has been agreed between both the parties that the Second Party shall make payment of Rs.6,00,000/- (Rupees Six Lacs Only) by way of full and final settlement to the First Party, Complainant w.r.t. all the disputes/claims including criminal case got registered by First Party vide FIR No.191/2014 P.S. Barakhamba Road, New Delhi against Second Party, his previous employer Mjs. Nirmal Bang Securities Pvt. Ltd. and its Director Sh. Kamal Bang.

2. That it is further agreed that the agreed amount of Rs.6,00,000/- shall be paid by the Second Party in two instalments / parts to the First Party. Out of which, Rs.5,00,000/- shall be paid to the First Party by the Second Party at the time of the grant of Regular Bail to the Second Party before the Sessions Court at Patiala House Courts New Delhi and balance amount of Rs. 1,00,000/- shall be paid by the Second Party to the First Party at the time of making statement and quashing of the FIR No. 191/2014 under Sections 419/420/468/471 IPC before Hon'ble High Court of Delhi.

3. That the aforesaid sum of Rs.6,00,000/- shall be paid by the Second Party by way of Demand Draft in two parts. The details of the same are given as under:-

Sr. No.	Demand Drafts	Date	Amount (In Rs.)
1.	DD No. 532467 issued by Kotak Mahindra Bank, Agra.	30 03.2019	Rs.5,00,000/-
2.	DD No. 532468 issued by Kotak Mahindra Bank, Agra.	30 03.2019	Rs.1,00,000/-

4. That it has been agreed between the parties to this Deed that, the First Party hereby withdraws all his allegations made in said FIR No. 191/2014 against the Second Party and his previous employer including Director Sh. Kamal Banga as mentioned above. Accordingly the First Party shall assist and facilitate the Second Party for getting the FIR No. 191/2014, U/s. 419/420/468/471/IPC with P.S. Barakhamba Road, New Delhi quashed against the Second Party and his said previous employer and said Director as mentioned above before Hon'ble High Court of Delhi and also assist the Second Party, in the meantime to obtain regular Bail from the Session Court/Trial Court.

5. That it has been agreed that the First Party, complainant shall withdraw all his cases including criminal complaint or civil suit if any, immediately without any further delay and shall not claim any sum/amount from the Second Party or his employer or any other person related to Second Party, apart from the amount of Rs.6,00,000/ mentioned herein above received by the First Party by way of full and final settlement of all his disputes/ claims consisting of financial loss plus interest, cost, expenses incurred thereon on account of above said share certificates.

6. That the First Party further states and confirms that except lodging of criminal complaint resulting into registration of FIR No. 191/2014 dated 16.12.2014, no other civil or criminal case has been lodged by the First Party against the Second Party or his previous employer etc.

7. That it has been further agreed that the first party undertakes to sign, verify, make statements on affidavit and also makes himself present before the Hon'ble Delhi High Court, Session/Trial Court or any other court of law if so required and shall provide all assistance and efforts in getting the said FIR No.191/2014 quashed from the Hon'ble Delhi High Court.

8. That the parties to this deed have gone through the contents of this Deed which have also been understood by them or read over to them and accepted by them as true and correct and shall remain bound forever against each other and the parties shall

also not act against the terms of this settlement in any manner in future. The

parties to this deed have signed the present deed out of their own free will and choice and without any force or coercion from any side

9. That the original copy of this deed has been kept by Second Party and the First Party has no objection to the same.

10. It is further agreed between the parties that the above said settlement has been arrived at between the parties voluntarily and without any duress or coercion etc. and the contents of the settlement have been read over and explained to both the parties in vernacular.

4. Both the parties state that they are neighbours to each other and now with the intervention of the common friends they have settled the matter amicably.

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 CrPC 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. The parties have amicably settled the matter. In view of the settlement deed along with the facts and circumstances of the case FIR No.256/2013 registered under Sections 323/354 /34 IPC at P.S. Rajouri along with all the other proceedings emanating therefrom are quashed.

7. However, this trend of lodging FIRs then later on approaching the judicial system for quashing the same on account of settlement is not encouraged as it burdens the judicial system. I consider that for putting the

burden on the judicial system, the petitioner is burdened with a cost of Rs. 25,000/- (Rupees Twenty Five Thousand only) to be deposited with the Delhi High Court Legal Authority Services.

8. The present petition is disposed of.

APRIL 25, 2023/AR

DINESH KUMAR SHARMA, J

