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

+ **CRL.M.C. 689/2022**

DHANANJAY SINGH & ANR.

.....Petitioners

Through: Mr. Javed Ali (D/258/2012), Ms. Farheen Jahan (D/7293/2020), Mr. Aniket Bhattarai (F/3825/2821/2023) and Mr. Mohd. Nabil Khan (D/7881/2023), Advocates with Petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State with SI Ajit Krishna (D-2877), P.S. Gokulpuri
Respondent No.2 in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

27.08.2024

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1. The Petitioners have approached this Court for quashing FIR No.38/2019 dated 11.02.2019 registered at Police Station Gokulpuri for offences punishable under Sections 354D, 506 & 34 IPC read with Section 12 of the POCSO Act on the ground that the parties have entered into a settlement.
2. The present FIR is the outcome of a matrimonial dispute. It is stated that Petitioners who were tenants in the premises of Kamal Kumar, who is the brother of Respondent No.2/Complainant, tried to intervene to solve the differences between them. However, the instant FIR was registered against



the Petitioners on the complaint given by Respondent No.2 herein.

3. The parties have approached this Court for quashing the present FIR on the ground that they have settled their disputes amicably *vide* Memorandum of Understanding/Compromise Deed dated 23.01.2023. The Memorandum of Settlement /Compromise Deed dated 23.01.2023 reads as under:-

“That this COMPROMISE cum SETTLEMENT DEED is executed in Delhi on 23rd Day of January, 2023 between MS. SHWETA D/O SH. PRAKASH CHAND JOSHI, R/O H.NO. 269, GALI No. 3/22, NAHAR ROAD, NEAR BHOLA PROPERTY DEALER, GOKULPURI, DELHI-110094 (hereinafter referred as COMPLAINANT/FIRST PARTY)”

AND

SH. DHANANJAY SINGH AND SH. MRITYUNJAY SINGH, both S/O SH. VINOD SINGH, R/O H.NO. G-156, GALI No.14, GANGA VIHAR, DELHI-110094, (hereinafter referred as SECOND PARTY)

- 1) WHEREAS, the SMT. RANI (BHABI OF FIRST PARTY), W/o Sh. Kamal Kumar, R/o H. No. G-156, Gali No.14, Ganga Vihar, Delhi-94 and SH. KAMAL KUMAR S/o Rakesh Kumar, R/o Khasra No.269, Gali No.3/22, Nahar Road, near Bhola Property Dealer, Gokul Puri were married to each other on 16/04/2012, according to Hindu Rites and Customs at Distt. Rampur, U.P., and thereafter, marriage between the aforesaid persons was duly consummated on 08/08/2013 which ensued in one male child namely Master Aarav who is now aged about 9 years.*
- 2) WHEREAS, due to temperamental differences and incompatibility, the aforesaid persons could not adjust with each other and could not continue their relationship*



husband and wife and are living separately since 09/10/2018 and notwithstanding of various efforts of reconciliation and resumption of their marital status made by their relatives, Friends and Well-wishers the aforesaid persons decided to separate their way because the temperamental differences have rendered their life impractical and impossible.

- 3) WHEREAS, that due to temperamental differences and misunderstandings between aforesaid persons, a number of litigation proceedings were initiated between them including a Domestic Violence Petition, Petition u/s 125 of Code of Criminal Procedure, 1973.*
- 4) WHEREAS, the aforesaid persons In sound mental state, decided to amicably settle their disputes and shall withdraw all the cases arising out of it vide Compromise "Deed dated 3rd Feburary 2022 executed at Delhi between SMT. RANI W/o Sh. Kamal Kumar, Rio H.no . G-156, Gali no.14, Ganga Vihar, Delhi-94, SR. KAMAL KUMAR S/o Rakesh Kumar, R/o Khasra No. 269, Gali No. 3/22, Nahar Road, near Bhola Property Dealer, Gokul Puri and the SECOND PARTY herein.*
- 5) WHEREAS, the FIRST PARTY herein is sister of aforesaid Sh. Kamal Kumar and due to misunderstandings and differences between the aforementioned persons, FIRST PARTY lodged an FIR bearing no. 38/2019 in P.S. Gokul Puri vide dated 11.02.2019 Vis 354/354B/354D/506/34 IPC & section 12 of POCSO Act, 2012 and arraigned SECOND PARTY as an accused persons in the said FIR as they were tenants in the premises of the FIRST PARTY and tried to intervene to solve the differences and misunderstandings between the aforesaid persons i.e. Smt. Rani and Sh. Kamal Kumar.*
- 6) WHEREAS, the FIRST PARTY herein in sound mental*



state and without any coercion and undue influence agrees to amicably compromise the matter pending before Sh. Manoj Kumar, Ld. ASJ, North-East, Karkardooma Court, Delhi arising out of FIR No.38 of 2019 at P.S. GokulPuri, u/s 354D/506/34 IPC & Section 12 of POCSO Act as the same was result of Misbelief and fallacies.

- 7) *WHEREAS, the Rani and Kamal Kumar undertakes to withdraw their pending case and also co-operate with each other at the time of recording of the statement in second motion divorce petition after the Quashing of the above said F.I.R, arising out of it vide Compromise Deed dated 3rd Feburary 2022.*
- 8) *WHEREAS, both the FIRST PARTY and the SECOND PARTY undertake that they will not file any claim or litigation pertaining to this issue in any Court of law/ any authority in future against each other or against any family members or any relatives.*
- 9) *WHEREAS, the aforementioned parties undertake to remain bound by the terms of the present Compromise/Settlement Deed and the same has been signed by both in confirmation of their acceptance of the aforesaid Terms and Conditions on the day month and year above written, in the presence of the following witnesses.”*

4. Paragraph No.7 of the aforesaid Memorandum of Settlement indicates that the parties have agreed to get the FIR quashed.

5. The parties are present in Court today. The Petitioners have been identified by their Counsel and the Investigating Officer. The Respondent No.2/Complainant is present through video-conferencing. She has been identified by the Investigating Officer. The father of Respondent No.2 is



also present in Court today. The Complainant/Respondent No.2 states that she has settled all her disputes with the Petitioners out of her own free will, without pressure, coercion or undue influence and states that she does not want to pursue the present case any further and requests that the present FIR and the proceedings emanating therefrom may be quashed. The parties undertake that they will remain bound by the settlement and proceedings recorded before this Court.

6. Though there are proceedings under the POCSO Act but keeping in mind the fact that the FIR primarily emanates from matrimonial disputes and the parties have decided to bury their differences, this Court is inclined to quash the instant FIR.

7. Considering the fact that the parties have decided to live peacefully and bury their differences as there is no acrimony left between them, the present case is squarely covered under the law laid down by the Supreme Court in Gian Singh v. State of Punjab, (2012) 10 SCC 303 and this Court is of the opinion that no useful purpose would be served in continuing with the present proceedings. Resultantly, the FIR No.38/2019 dated 11.02.2019 registered at Police Station Gokulpuri for offences punishable under Sections 354D, 506 & 34 IPC read with Section 12 of the POCSO Act and the proceedings emanating therefrom are hereby quashed.

8. The petition stands disposed of in above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

AUGUST 27, 2024

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