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

+ **CRL.M.C. 4961/2024**

MAHINDER & ORS.

.....Petitioners

Through: Mr. Raja Panda, Mr. Damodar P.,
Advts. with petitioners.

versus

STATE (NCT OF DELHI) & ORS.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Rajveer, PS Neb Sarai.
Mr. Vipin Kumar Pal, Adv. with R-2
and 3.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

12.09.2024

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CRL.M.A. 18978/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 191/2019 dated 29.05.2019 registered under Section 354/323/34 IPC registered at PS Neb Sarai and the proceedings emanating therefrom.
4. Learned counsel for the petitioner submits that the FIR was lodged on the statement of respondent No.2.
5. Learned Counsel further submits that during the pendency of the



proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a Settlement Deed/MOU dated 17.02.2024.

6. Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 191/2019 dated 29.05.2019 registered under Section 354/323/34 IPC registered at PS Neb Sarai and all the other proceedings emanating therefrom.
7. I have gone through the settlement deed/MOU dated 17.02.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“a. This Settlement Deed/MOU has been executed between parties with their mutual consent, without any consideration and out of free will without any pressure, force, fraud, coercion or undue influence from any of the parties to the present MOU. Thus parties decided to end all their disputes fully and to live peacefully.

b. All misunderstandings between parties have been resolved and parties to the present petition had buried the hatchet and there is no scope of further misunderstanding of any kind or whatsoever which remains unresolved. The FIR is the result of misunderstanding, which occurred at the spur of the moment and second parties have no objection whatsoever if the FIR No.191/2019 dated 29.05.2019, u/s 354/323/34 IPC registered with Neb Sarai police station is quashed on the directions of Hon'ble Court of Delhi.

c. The second parties will cooperate the first parties to in filing of the Quashing petition before Hon'ble High Court of Delhi and will file no objection affidavit to get the FIR quashed with permission of Hon'ble High Court.

d. Any complaint by the parties against each other shall



stand withdrawn, cancelled and revoked finally after signing of this mutual compromise deed.

e. It is settled that after compliance of the terms of the present settlement, there shall remain no dispute due between the parties arising out of the said incident and parties shall file no case/petition/complaint etc. before any court or authority, and if any kind of complaint will be filed by any of the parties then the same shall be considered as withdrawn/got disposed of by the respective party.

f. The parties here to undertake that they shall be bound by the above said terms and conditions. In case any of the above said parties does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take action as per law.”

8. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She has no objection if FIR No. 191/2019 dated 29.05.2019 registered under Section 354/323/34 IPC registered at PS Neb Sarai and all the other proceedings emanating therefrom are quashed.
9. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Reliance may be placed upon: ***State Of Madhya Pradesh v. Laxmi Narayan And Others***, 2019 SCC OnLine SC 320; ***Ramgopal And Another (S) v. State Of Madhya Pradesh***, 2021 SCC OnLine SC 834; ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***,



2019 SCC OnLine Del 8179.

10. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
11. In view of the above FIR No. 191/2019 dated 29.05.2019 registered under Section 354/323/34 IPC registered at PS Neb Sarai and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 12, 2024/AR/HT..