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

+ **W.P.(CRL) 2275/2024**

RAJESH KUMAR

.....Petitioner

Through: **Mr. Vishal Raj Sehijpal, Adv,(VC)**

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: **Mr. Sanjay Lao, SC with Mr. Abhinav Kr. Arya, Ms. Priyam Agarwal, Mr. Aryan Sachdeva, Advs. Mr. Kuldeep Kumar, Adv.(VC) for R-2.**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

12.12.2024

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1. The present petition has been filed seeking quashing of FIR No.132/2024 under Section 323/342 IPC registered at PS Begum Pur on the basis of settlement.

2. The facts of the case as per FIR No. 132/24 are that on 26.02.2024, SI Anoop and HC Jitender, acting on GD No-118A, reached H.No. 313, 3rd Floor, Gali No. 03, Jain Nagar, regarding a complaint by the Respondent no. 2, aged 37. the complainant alleged that petitioner, aged 50, with whom she had been living as husband and wife since 2013, physically assaulted her, attempted to strangle her, and confined her in the house at around 4:30 PM. Following the complainant's medical examination at BSA Hospital, which confirmed bruises on her lower back, an FIR under Sections 323/342 IPC was registered on 27.02.2024.



3. Both parties have expressed their readiness and willingness to live peacefully in society and continue their lives amicably. They have, therefore, entered into a settlement as per the Memorandum of Understanding (MOU) dated 16.07.2024 under the following terms and conditions:

1. *That is has been agreed between the parties that the First Party will file a petition for quashing of the aforesaid FIR before Hon'ble High Court of Delhi within 15 days of execution of the present MOU and the Second Party has agreed to lend all her support and grant NOC etc to the Second Party for the purpose of quashing of the FIR.*
 2. *That the Parties further have agreed to personally appear before the Hon'ble High Court of Delhi at the time of hearing of the quashing petition and Second party will tender her no-objection to the quashing petitioner before the Court.*
 3. *That the First Party and the Second Party have been living peacefully ever since the alleged incident and no dispute of any nature has re-occurred between the two.*
 4. *That the Parties state that the alleged incident had taken place during an argument between the two on a non-issue and the quarrel escalated to a heater argument and hence the present FIR was got lodged by the Second Party in a fit of rage.*
 5. *That the present MOU is irrevocable and binding on both the parties. In the event, if any Party commits breach or default or fails to perform his/her part of the present MOU in any manner, then the aggrieved party shall be entitled to get it enforced through court of law.*
 6. *That the settlement is not under any force and/or coercion and both the parties have put their respective signatures out of their own free will.*
- That the contents of this Memorandum of understanding have been read over and explained to both the parties in vernacular and after understanding the terms and conditions, both the parties have put their respective signature/thumb impression in the presence of witnesses.*



4. Both the parties are present in Court and have been duly identified by the Investigation Officer. Respondents No. 2 submits that he has entered into the settlement dated 16.07.2024 voluntarily without any fear, force, or coercion and has no objection if the FIR No.132/2024 under Section 323/342 IPC registered at PS Begum Pur, and all the other proceedings emanating therefrom are quashed.

5. The High Court is the highest Court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

6. The Courts have repeatedly held that if the dispute is private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.

7. In the case of *Narinder Singh & Ors. V. State of Punjab &Anr.* (2014) 6 SCC 466, it was inter-alia held that criminal cases having overwhelmingly and predominantly of civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly, it is a private dispute, and the parties have settled the matter.

8. Taking into account the totality of facts and circumstances of the case,



this Court considers that as the parties have entered into an amicable settlement vide settlement deed dated 16.07.2024, 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.

9. In view of the above, FIR No.132/2024 under Section 323/342 IPC registered at PS Begum Pur, and all the other proceedings emanating therefrom are quashed.

10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 12, 2024

Pallavi/NA