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

+ CRL.M.C. 6440/2024, CRL.M.A. 24616/2024, CRL.M.A. 24617/2024

ROHAN BANSAL @ MEENU

.....Petitioner

Through: Mr. Kartik Kumar, Adv. with
petitioner.

versus

STATE THROUGH SHO BEGUMPUR & ANR.Respondents

Through: Mr. Digam Singh Dagar, APP with SI
Anoop Singh, PS Begumpur
Ms. Manisha, Adv. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

20.08.2024

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1. The present petition has been filed under Section 528 of BNSS, 2023 seeking quashing of FIR No.305/2018, registered at PS Begum Pur, under Sections 354/354A/506/509 IPC and all the other proceedings emanating therefrom.
2. In brief, the dispute and differences had arisen between the petitioner and Respondent No. 2 and the families of both petitioner and Respondent No. 2 are related to each other. Due to the dispute, differences, and grievances between the family of the petitioner and Respondent No. 2, thereafter three FIRs were registered including the present FIR.
3. Learned counsel for the petitioner submits that there were three FIRs
 - i. An FIR bearing no. 33/2018 under section 451/323/506 IPC at police station Begampur, Delhi



- ii. An FIR bearing No. 305/2018, Dated 02/06/2018, Under Section 354/354-A/506/509/ IPC at Police Station Begampur, Delhi i.e., present case.
 - iii. An FIR Bearing No, 302/2019, dated 04.07.2019, under Section 323/506/509/354-A/354-B/34 IPC at police station Aman Vihar.
4. It is further submitted that after the completion of the investigation, the charge sheet has been filed before the competent court.
 5. Learned counsel for the petitioner submits that FIR No. 33/2018 registered under section 451/323/354-B/506/34 IPC at PS Begampur has duly been compounded. Learned counsel further submits that FIR bearing no. 302/2019 registered u/s 506/354(A)/509/354(B)/34/323 of IPC at police station Aman Vihar has been quashed by a coordinate Bench of this Court in CrI.M.C. No. 64/2019.
 6. Learned counsel for the petitioners submits that both parties have amicably resolved all their disputes with the help and intervention of well-wishers and common friends. The parties arrived at a MoU/Compromise Deed dated 02.04.2024 on the following terms and conditions:

“WHEREAS all the parties to the present family settlement/ MOU want to maintain an environment of peace, harmony, integrity, and unity and want to lead their life peacefully and avoid any future disputes and differences, so the parties to this present deed out of their sound state of mind and out of their free will and consent and without any kind of pressure, threat, force, coercion, misrepresentation, influences from any corner have amicably and peacefully settled all their disputes, differences, grievances and claims against each other to maintain the peace, harmony and tranquility in the family.



WHEREAS all the parties out of their free will and consent have decided that they undertake not to file any kind of case either criminal or of any other nature against each other, their respective business in the future at any point in time in any court of law, police authorities, statutory bodies, commissions or any other authorities established under the law.

WHEREAS all the parties agree that any complaint/proceedings pending against each other which are not in the knowledge of the parties which are pending before any police authority or any other statutory body established under the law shall be deemed to be considered as dismissed as withdrawn and the parties of this MOU undertakes that they will not pursue that complaints or proceedings at any point of time and undertake to appear before the competent authority for recording their statement in respect of permanent withdrawal or closure of the same.

WHEREAS all the parties of this MOU have left no claim dispute, differences, or grievances of any kind of any nature against each other.

WHEREAS all the parties of this MOU undertake and agrees that they will sign the applications, petitions, affidavits for withdrawal and quashing petition of the legal proceedings pending against each other and all the parties of this MOU undertakes that they will appear before the Ld. MM, and Hon'ble High Court or Hon'ble Supreme Court for recording their statement for quashing of the proceedings and permanent closure of the same.

WHEREAS all the parties of this MOU undertake that they will give the full co-operation and coordination to each other for withdrawal and quashing of the proceedings pending against each other before the Ld. MM Mahila Court: North-West: Rohini Courts: Delhi.

WHEREAS all the parties to the present MOU undertakes that they and their legal heirs and successors shall honour the terms and conditions of the present family settlement deed and shall



not challenge the validity and legality and execution of the same in any court of law, police authority or any other authority established under the law.

WHEREAS all the parties of this present MOU undertakes that they shall not file any type of application for re-opening of the legal proceedings filed against each other at any point of time.

WHEREAS all the parties out of their free will and consent declares and affirms that the present MOU is of irrevocable in nature and all the parties and their legal heirs at any point of time shall not withdraw from this MOU and shall honour the terms and condition of MOU for maintaining the environment of peace, unity, integrity and harmony and to lead their future life in a peaceful manner by forgetting the past bitterness.

WHEREAS all the parties of this present MOU undertakes and agrees to withdraw the criminal proceedings as mentioned above. pending against each other and shall give the full co-operation and coordination to each other. TOF NOTARY

WHEREAS all the parties of this present MOU undertake and agree that they and their legal heirs shall not challenge the validity legality and execution of this family settlement/ MOU in any court of law, police authorities and any statutory bodies established under the law and undertake to honour and comply with the terms and conditions of this settlement deed in its letter and spirit.

WHEREAS all the parties to this MOU in their sound state of mind and out of their free will and consent and without any threat, force, or coercion have executed and signed the present MOU in the presence of each other and witnesses after fully understanding the terms and conditions of the MOU.”

7. 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 threat, fear, force, or coercion. Respondent



No.2 has no objection if FIR No.305/2018, registered at PS Begum Pur, under Sections 354/354A/506/509 IPC and all the other proceedings emanating therefrom are quashed.

8. The Hon'ble Supreme Court in ***Saju P.R. v. State of Kerala***, Crl.A.No.1740/2019 *inter-alia* held that:

“Considering the peculiar facts of the present case, the affidavit filed by the complainant and other materials on record, in our opinion, the relief claimed by the appellant to quash the criminal proceedings pending against him deserves to be acceded to for doing complete justice to the parties concerned.”

9. The Kerala High Court in ***Vishnu v. State of Kerala & Anr. and other connected matters***, 2022 SCC OnLine Ker 4361 *inter-alia* held that:

“16. From the precedents and law on the subject enunciated above, it can be concluded that though the High Court should not normally interfere with the investigation/criminal proceedings involving sexual offences against women and children only on the ground of settlement, it is not completely foreclosed in exercising its extraordinary power under section 482 of Cr. P.C or Article 226 of the Constitution of India to quash such proceedings in ‘extraordinary circumstances’ to do complete justice to the parties. However, it is always a difficult task for the Court to identify the so-called ‘extraordinary circumstance’. The interest of the victim and the societal interest often clash, making the job of Courts more complex. The issue must be considered from different perspectives, the pros and cons must be weighed, and a rational view must be taken. A holistic approach is called for in identifying the cases fit for compromise.”

10. It is settled law 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, gravity of case and the amicable settlement between the concerned parties.

11. Taking into account the totality of facts and circumstances of the case and doing complete justice to the future of Respondent No. 2, this court considers that the parties have entered into an amicable settlement out of their own free will, without any threat, 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.
12. In view of the above, FIR No.305/2018, registered at PS Begum Pur, under Sections 354/354A/506/509 IPC and all the other proceedings emanating therefrom are quashed.
13. The present petition along with the pending applications, if any, stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 20, 2024

Pallavi/HT