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

+ CRL.M.C. 7281/2024, CRL.M.A. 27792/2024, CRL.M.A.
27793/2024
VINAYPetitioner

Through: Mr. H.N. Pandey, Adv. with
petitioner.

versus

STATE (GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Ms. Kiran Bairwa, APP for State with
SI Omkant Yadav, PS Hauz Qazi,
Delhi.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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13.09.2024

CRL.M.A. 27791/2024

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

CRL.M.C. 7281/2024

3. The Present petition has been filed under section 482 Cr.P.C. for quashing of FIR No. 259/2015 dated 02.09.2015 registered under Section 323/354/509/34 IPC at PS Hauz Quazi, (Central), Delhi and all the other proceedings emanating therefrom.
4. The FIR was lodged on the statement of respondent No.2/ complainant alleging therein that the petitioner and another co-accused Mansi had assaulted and molested her. After the investigation, the charge-sheet



was filed. However, another co-accused Mansi is not appearing since 2019 and PO proceedings have been initiated against her.

5. Learned Counsel submits that during the pendency of the proceedings, the present petitioner and respondent No.2 have resolved their disputes amicably, and in furtherance thereof, they have entered into a Memorandum of Understanding dated 28.03.2024.
6. Learned counsel submits that the petitioner and respondent No.2 have moved before this Court seeking quashing on the basis of settlement.
7. Furthermore, the 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. 259/2015 dated 03.09.2015 registered under Section 323/354/509/34 IPC at PS Hauz Quazi, (Central), Delhi and all the other proceedings emanating therefrom.
8. I have gone through the Memorandum of Understanding dated 28.03.2024 which has been placed on record. The Memorandum of Understanding provides for the following terms and conditions:

“1. That, complainant has agreed to settle the present matter against accused unconditionally & have tendered apologies to the complainant personally and that have been forgiven. Now there remains no dispute due between them in any manner what so ever qua the present criminal cases.

2. That the Second party further undertake to get the FIR No.: 259 of 2015, P.S. Hauz Quazi, Central District, Tis Hazari, Delhi U/S: 323/354/509/34 I.P.C. to get the draft and sign and the first party shall cooperate and shall give consent in quashing of the above mentioned FIR. It is further amply clarified that both the parties shall not withdraw their consent for quashing of the mentioned FIR



before the Hon'ble High Court of Delhi.

3. That both the parties undertake to cooperate each other and also agree that they shall not institute any fresh litigation before any civil /criminal court or lodge any complaint whatsoever against each other or their family members in either police station or any court of law on and after filing of quashing petition on mutual consent.

4. That it has been acknowledge and agreed between the parties that second party will pay Rs. 50,000/- by way Bank Draft/ cash against receipts/Money Transfer to first party, as per the convenience of first party and thereafter the first party will be left with no further claim for compensation and damages whatsoever in any manner.

11. That pursuant to engrossing their signatures on MOU, both parties, their parents, any of their relatives or any agent of either party will not interfere in the life of each other in any manner or make any allegation against each other and their respective family members will not contact the other party, through any means including phone, social media or personally.

12. That both the parties undertake not to visit each other's home or at the place of work or residence. Similarly, both the parties will also not interfere in any way in each other's personal and professional life in future directly or indirectly,

13. That both party undertake that they will not make any use or misuse of any photograph(s)/ document (s) of each other or of any family member(s).

14. That both the petitioners undertake not to initiate any proceedings against each other and their respective family members before any court of law or authority in respect of any disputes pertaining to the marriage of the petitioners and the matters arising there from.



15. That the present MOU is effective and enforceable from the date of its execution and shall remain effective and binding and form part of mutual consent.

16. That it has also been agreed between parties that they will adhere to the terms and conditions of this MOU and will do all acts necessary for expeditious compliance of same and will cooperate with each other & sign all relevant documents required for the purposes of quashing of FIR i.e. FIR No.: 259 of 2015, P.S. Hauz Quazi, Central District, Tis Hazari, Delhi U/S: 323/354/509/34 I.P.C. by mutual consent.

17. That the parties herein above have taken a decision to go for quashing of the FIR No.: 259 of 2015 keeping in view their future welfare and better prospects.

18. That the contents of this MOU have been read over by both the parties and they have been explained the terms of this MOU in vernacular and have understood the same to be as it is and shall be governed by the same.

19. That both the parties have executed this MOU made out of their independent free will and consent without perpetration of any force, undue influence or any pressure, force, fraud or coercion from any quarter, and both the parties shall be estopped in law to assail the validity of any clause/ term of the MOU on the ground of same being void or unlawful.

20. That both the parties to the present MOU undertake that they will duly perform and abide by all the terms and conditions as contained in the present MOU and in case of breach of any of the terms and conditions as envisaged hereinabove, the parties are liable to be punished under the provisions of Contempt of Courts Act, 1971 as the present MOU shall be duly filed in before the Ld. MM (Central) at Tis Hazari Court, New Delhi where the parties shall file quashing petition before the Hon'ble High Court, Delhi.



21. That no case has been filed by either petitioners/ pending against each other in any Court of Law, except the FIR No.: 259, P.S. Hauz Quazi, Central District, Tis Hazari Court, Delhi U/S: 323/354/509/34 I.P.C. to which parties have consented to cooperate each other in quashing of same.

22. That the first party and the second party have put their respective hands unto this deed after having fully understood the contents herein, which have been fully read over and explained to them in their vernacular and in the presence of witnesses hereunder and the same shall be binding upon both the parties.”

9. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 states that she has received the entire settlement amount and further submits that she has entered the settlement voluntarily without any fear, force, or coercion. She has no objection if FIR No. 259/2015 dated 03.09.2015 registered under Section 323/354/509/34 IPC at PS Hauz Quazi, (Central), Delhi and all the other proceedings emanating therefrom are quashed.
10. It is settled that the inherent powers under section 482 of the Code of Criminal Procedure, 1973 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.
11. 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 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 parties have settled the matter.

12. 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.
13. In view of the above, FIR No. 259/2015 dated 03.09.2015 registered under Section 323/354/509/34 IPC at PS Hauz Quazi, (Central), Delhi and all the other proceedings emanating therefrom are quashed qua the present petitioner.
14. The present petition along with all the pending applications stand disposed of. However, the proceedings against co-accused Mansi shall continue in accordance with law.

DINESH KUMAR SHARMA, J

SEPTEMBER 13, 2024/AR/KR..