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

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+ CRL.M.C. 7616/2024, CRL.M.A. 29053/2024
RITIKA ROY

.....Petitioner

Through: Mr. Jasbir Singh Malik, Mr.s Rashim
Bath, Ms. Preeti Narwal, Advs. with
petitioner.

versus

STATE OF NCT DELHI

.....Respondent

Through: Ms. Kiran Bairwa, APP for State and
SI Deepak Tanwar, PS Kishangarh.
Mr. Krishan Kumar Singh, Mr. Yash
Kotak, Advs. with R-2.

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+ CRL.M.C. 7181/2024, CRL.M.A. 27415/2024
RAVINDER SHEHRAWAT

.....Petitioner

Through: Mr. Krishan Kumar Singh, Mr. Yash
Kotak, Advs. with petitioner.

versus

STATE OF NCT DELHI & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Deepak Tanwar, Ps Kishangarh.
Mr. Jasbir Singh Malik, Mr.s Rashim
Bath, Ms. Preeti Narwal, Advs. with
Respondents.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
25.09.2024

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CRL.M.A. 29054/2024 in CRL.M.C. 7616/2024

CRL.M.A. 27416/2024 in CRL.M.C. 7181/2024

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

CRL.M.C. 7616/2024

CRL.M.C. 7181/2024

3. The present petitions have been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 165/2022 dated 25.02.2022 under Section 323/341/506/34 IPC registered at PS Kishangarh and FIR No. 164/2022 dated 25.02.2022 under Section 354/509 IPC registered at PS Kishangarh and all the proceedings emanating therefrom.
4. It has been submitted that FIR No. 164/2022 was lodged by Ms. Ritika Roy Chaudhary against Mr. Ravinder Sairawat alleging therein the allegations of molestation and insulting the modesty. On the same day FIR No. 165/2022 was lodged by Mr. Ravinder Sairawat alleging therein that he was beaten by certain people, and was also threatened by Ms. Ritika that she would file complaints against him.
5. Both the FIRs were lodged on the same day. However, now the parties have reached on a settlement vide Settlement Agreement dated 27.08.2024 on the following terms and conditions:

“a. It is agreed that the complaints were instituted on the basis of some misunderstandings and the same are not resolved and both the parties are not willing to pursue their respective complaints any further.

b. It is agreed between the parties that the First party shall prefer quashing petition in furtherance to FIR No.164/2022 registered u/s 354/509 IPC before PS Kishangarh along with all consequent criminal proceedings and Second Party



shall provide its unconditional and unequivocal no-objection to the First party.

c. It is also agreed that Second party and Third Party shall prefer quashing petition in furtherance to FIR No.165/2022 registered u/s 323/341/506/34 IPC before PS Kishangarh and First Party shall provide its unconditional and unequivocal no-objection to the Second party.

d. The parties undertake that each party shall be physically present, along with their original identity cards/documents original proof of residence and such other documents/material as may be required before the Hon'ble Court when their statement is required and mandatory. 193

e. The parties agreed that they will not have any other claim present, past or future against the each other pursuant to which aforementioned complaints were initiated.

4. That both the parties have signed this Settlement Agreement voluntarily with their own accord without any compulsion, fraud, coercion, undue influence, force and duress and out of their own free will and proper understanding in a sound state of mind.

5. That all the parties to the present Settlement Agreement undertakes that they shall duly perform and bonafidely abide by all the Terms and Conditions as contained in the present Settlement Agreement. Needless to state, in the eventuality of a breach of any covenants parties shall have the right to approach. relevant Courts.

6. That the present Settlement Agreement shall be governed by and construed in accordance with the laws of India.

*IN WITNESS WHEREOF THE PARTIES HAVE
HEREUNTO SIGNED THIS SETTLEMENT AGREEMENT
ON THE 27 DAY, OF AUGUST, 2024 IN THE PRESENCE
OF THE FOLLOWING WITNESSES AND ALL THE
WITNESSES HAVE ALSO APPENDED THEIR*



*SIGNATURES IN THE TOKEN OF HAVING WITNESS
THE EXECUTION IN THE PRESENCE OF THE PARTIES
HEREIN.”*

6. Learned APP for the state submits that the charge-sheet in both the cases have already been filed. However, since these are private dispute and the parties have settled their dispute amicably, no purpose will be served in continuing the proceedings.
7. Both parties are present in court and have duly been identified by the IO
8. 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. In the case of *The State of Madhya Pradesh v. Laxmi Narayan & Ors.* AIR 2019 SC 1296, the Supreme Court inter alia held that the powers under Section 482 Cr.P.C. should be exercised sparingly and with caution, to secure ends of justice and to prevent the abuse of process of court. The court also inter alia held that disputes of private nature can be quashed by this court to prevent the abuse of process of law.
9. 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.
10. In view of the above, FIR No. 165/2022 dated 25.02.2022 under



Section 323/341/506/34 IPC registered at PS Kishangarh and FIR No. 164/2022 dated 25.02.2022 under Section 354/354B/509 IPC registered at PS Kishangarh and all the other proceedings emanating therefrom are quashed.

11. The present petitions along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 25, 2024/AR/KR..