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

+ **W.P.(CRL) 3978/2024**

SMT. JYOTI AND ORS.

.....Petitioners

Through: Mr. Imarn Khan, Mr. Faraz Khan,
Advvs.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANRRespondents

Through: Ms. Rupali Bandhopadhyay, ASC
with IO/ASI Anil Kumar, PS
Jagatpuri

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

20.12.2024

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1. The present petition has been filed seeking quashing of FIR No. 537/2023 under Sections 341/308/509/506/34 IPC registered at PS Jagat puri on the basis of settlement dated 29.10.2024 arrived at Delhi Mediation Centre, Karkardooma Courts, Delhi.
2. Briefly stated, the facts of the FIR are that on 15.08.2023, the complainant, reported that during a celebration with her husband, neighbors Jyoti, Pooja, and their family made obscene gestures and assaulted her with a stick, resulting in injuries requiring hospitalization. Based on her statement, the MLC, and a PCR call, offenses under Sections 341, 308, 509, 506, and 34 IPC were made out, and FIR No. 537/2023 was registered for investigation.
3. Parties are present and submits that they have amicably settled the matter vide settlement dated 29.10.2024 arrived at Delhi Mediation



Centre, Karkardooma Courts, Delhi on the following terms and conditions;

After understanding the process of mediation, aforesaid legal position involved in the settlement, the parties have arrived at an amicable settlement on the terms and conditions as under:-

A) For Compoundable Offences

i. Having acquaintance with each other as neighbours or considering aforesaid litigations pending between them, the parties state that they have on their own volition, without any coercion or compulsion, willingly and voluntarily have buried their differences and wish to accord a quietus to their dispute(s).

ii. It is agreed between the parties that the complainant Ms. Jyoti in FIR No. 540/23 does not wish to pursue the present matter against the respondent Sh. Manish Kumar. Thus, she has amicably settled the present matter with the respondent without consideration towards full and final settlement.

iii. It is further agreed between the parties that the complainant in FIR No. 540/23 shall co-operate with the respondent in compounding the offences under section 506/509 IPC before the Ld. Referral Court within 15 days after the quashing of the cross FIR No. 537/23.

iv. It is further agreed between the parties that the complainant Ms. Muskan in FIR No. 537/23 has amicably settled the present FIR with the respondents Ms. Jyoti, Ms. Pooja and Rajeev for a sum of Rs. 15,000/- (Rupees Fifteen Thousand only) towards full and final settlement and she shall co-operate with the respondents in compounding the offences under section 341/509/506 IPC. It is stated by the parties that the charge sheet has not been filed in the above FIR and they will take appropriate steps as per law.

B) For Non-compoundable Offence:



i. It is submitted and agreed upon between the parties that they shall seek appropriate relief in FIR No. 537/23 by way of quashing petition under section 528 BNSS (482 Cr.P.C) within 30 days from today.

ii. It is further agreed between the parties that the complainant in FIR No. 537/23 shall co-operate with the respondents in quashing of aforesaid under section 308 IPC.

iii. It is further agreed between the parties that settled amount of Rs. 15,000/- is payable by the respondents to the complainant Ms. Muskan in case of quashing of FIR No. 537/23, and thus, payment of Rs. 15,000/- to the complainant is subject to outcome of quashing petition.

iv. The parties have agreed that the present settlement is subject to aforesaid legal position regarding its enforceability as explained hereinabove.

10. Breach

It is agreed between the parties that in case of willful breach/violation/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings under section 2(b) of the Contempt of Courts Act, 1971 or aggrieved party may proceed against him in accordance with law.

11. Free Consent of the parties

The parties, unequivocally declare that they have executed this agreement voluntarily, after fully understanding and appreciating the contents, scope, and effect thereof, as well as the consequences of the breach thereof along with the legal position explained hereinabove. They further declare that they are signing this agreement voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation, or mistake (both of law and fact), in any form, whatsoever, from any quarter. They undertake that they shall abide by and be bound by the agreed terms/stipulations of this settlement agreement.



4. It has been submitted that there was also a cross FIR No.540/2023 under Section 506/509 IPC which has already been compounded vide order dated 10.12.2024 before the learned Judicial Magistrate first Class-05, Shahdara, Karkardooma Court.
5. Respondent No.2 submits that she has received an entire amount and entered into the settlement at her free will without fear, force or coercion.
6. Issue notice. Learned APP for the State accepts notice and submits that there is no objection in quashing of the aforesaid FIR in terms of the settlement arrived at between the parties.
7. 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.
8. 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.
9. 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.

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 vide MoU dated 29.10.2024 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.

11. In view of the above, FIR No. 537/2023 under Sections 341/308/509/506/34 IPC registered at PS Jagat puri and all consequential proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

DECEMBER 20, 2024

Pallavi/NA