



\$~42

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

+ **CRL.M.C. 10089/2024**

VIKAS @ VICKY

.....Petitioner

Through: Mr. Baljeet Singh, Mr. Kartikey,
Advts. with petitioner.

versus

STATE THROUGH SHO PS VASANT KUNJ SOUTH & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Lal Chand, W/SI Pooja Yadav, PS
V.K. South.
Mr. Paras Juneja, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.12.2024

%

CRL.M.A. 38706/2024

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

CRL.M.C. 10089/2024

2. The Present petition has been filed under section 482 Cr.P.C/528 BNSS for quashing FIR No. 263/2019 dated 16.05.2019 registered under Section 354(D)/509 IPC at PS Vasant Kunj South, Delhi and all the other proceedings emanating therefrom.
3. It is submitted that due to some disputes and differences, under misguidance, and in a state of hate, Respondent No. 2 got registered one FIR No. 263/2019 U/s 354(D), 509, 506 IPC, PS: Vasant Kunj South, Delhi. However, with the intervention of parents/relatives and



reputed members, both the Petitioner as well as Respondent No.2 have agreed to settle their matter amicably and want to end this matter now, keeping in mind their future and life ahead.

4. The parties have resolved their disputes amicably and a settlement agreement dated 24.10.2024 has been effected between the Petitioner and the Complainant/Respondent No. 2 herein on the following terms and conditions:

“1. That both the parties have settled all their disputes / differences and it has been decided by both the parties that they shall get the above-mentioned FIR quashed before the Hon'ble Delhi High Court.

2. That it has been decided between both the parties that they shall not make any complaint against each other.

3. That present settlement has been taken place between the parties without any monetary exchange.

4 That both the parties will maintainable peace and harmony and shall not indulge in any kind of activity against each other.

5. That the parties have compromised this matter on their own freewill, consent and accord and without any force, coercion, undue influence or fear and the Memorandum of Understanding/ Compromise Deed has been executed/signed in presence of their respective family members and relatives.

6. That Both the parties have understood all the terms and conditions of their compromised deed in its text and content and the terms and conditions of it have been read over and explained to them in vernacular and after going through the contents of the same both the parties are setting their respective hands to Memorandum of Understanding/Compromise Deed.”



5. The parties are present in person and have been duly identified by the IO. Respondent No.2 stated that she had entered into the settlement voluntarily. The petitioner is also present in court. Both the parties have duly been identified by the IO. Respondent No. 2 submits that she has entered the settlement voluntarily without any fear, force, or coercion. She has no objection if FIR No. 263/2019 dated 16.05.2019 registered under Section 354(D)/509 IPC at PS Vasant Kunj South, Delhi is quashed.
6. In ***Saju P.R. v. State of Kerala***, Criminal Appeal No.1740/2019 the apex court 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."

7. 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."

8. 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, the gravity of the case, and the amicable settlement between the concerned parties.
9. 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 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. 263/2019 dated 16.05.2019 registered under Section 354(D)/509 IPC at PS Vasant Kunj South, Delhi and all other proceedings emanating therefrom are quashed. However, a cost of Rs. 15,000/- is imposed on the petitioner to be deposited with the Delhi High Court Staff Welfare Fund.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 23, 2024/AR/HT..