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

+ **CRL.M.C. 10120/2024, CRL.M.A. 38839/2024**

MUZZAMMIL

.....Petitioner

Through: Mr. Vijit Verma, Mr. N.K. Nagar,
Advs. with petitioner.

versus

STATE OF DELHI

.....Respondent

Through: Mr. Hemant Mehla, APP for State
and SI Akshay Dagar, PS Shaheen
Bagh.
R-2 and 3 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.12.2024

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CRL.M.A. 38838/2024

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

CRL.M.C. 10120/2024

2. The present petition has been filed under Section 528 BNSS seeking the quashing of case FIR No. 179/2021 under Section 354A/354D/509/323/34 IPC registered at PS Shaheen Bagh, District South East, New Delhi and all other proceedings emanating therefrom.
3. Briefly stated facts of the case are that the parties involved in the matter are sister siblings and live along with their parents at house No. N-48, Abul Fazal Enclave-1, near Post Office, Jamia Nagar, Okhla, New



Delhi- 110023. The present FIR was a result of some private dispute and misunderstanding. However, with the intervention of common friends, relatives and respectable persons of the society the parties have settled their disputes amicably.

4. Learned Counsel submits that the parties settled the matter vide Compromise deed dated 24.07.2024 and in view of the amicable settlement between the parties, the present FIRs may be quashed.
5. I have gone through the Compromise deed dated 24.07.2024 which contains the following terms and conditions:

“1. It is agreed between both parties mutually agreed to withdraw their grievances and wants to withdraw their complaints made to any authority against each other.

2. It is agreed between the parties, that both the parties does not want to pursue the present complaint etc. against each other and against the family members in future and shall withdraw all the complaints, proceedings if filed anywhere before any authority in this regard whenever the same comes to the knowledge of the parties. In case any such proceedings are pending, the present Mutual Compromise Deed shall be filed there and the parties would appear and make statement before the said court.

3. That both the parties hereby agreed that this Mutual Compromise Deed is irrevocable and unquestionable and undertake that this Mutual Compromise Deed would inter alia be legal, valid, binding and enforceable and executable in all manners and none of the parties shall be at liberty to take advantage of any technical language or lacuna if any, if the same are not explained hereinbefore.

4. That the Second Party shall be at liberty to move the Hon'ble Delhi High Court by filing a petition under section 482 CrPC seeking quashing of FIR No. 0179 of 2021 on the basis of this Compromised Deed, when during the course of



the hearing of the said Quashing Petition.

And whereas this FIR Quashing Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side. The parties have decided to end all their disputes fully and to live peacefully. That it is made clear that the parties have entered into this Compromise Deed voluntarily keeping in view their larger interest and the parties are fully bound by the terms of this Compromise Deed in true spirit of a voluntary resolution of the dispute,

Any complaint by the parties against each other shall stand withdrawn, cancelled and revoked finally after signing of this mutual compromise deed.

The present FIR Quashing Compromise Deed is irrevocable and violation of any of the terms of this compromise deed shall be deemed to be violation of the compromise deed. In witnesses whereof, both the parties have signed the present Compromise/Settlement Deed on is date of May 2024 at New Delhi in the presence of following witnesses:”

6. Parties are present in person and have stated that both the parties are sister siblings and they have resolved all their disputes with each other voluntarily without any fear, force or coercion.
7. The inherent power under Section 482 Cr.P.C. is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guidance engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In the case of **Gian Singh v. State of Punjab** (2012) 10 SCC 303, the Supreme Court has observed that in the exercise of its inherent power under Section 482, the High Court can quash FIR/Charge-sheet on the basis of alleged settlement except in cases of rape, murder, dacoity or the cases under



the Special Statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc. It is a settled proposition of law that High Courts should exercise the power under Section 482 Cr.P.C. for quashing of criminal cases having overwhelmingly and predominantly civil flavour.

8. It has also been repeatedly held that the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. Reliance can be placed upon *Madhavrao Jiwajirao Scindia v. Sambhajirao Chandrojiroo Angre*, (1988) 1 SCC 692.
9. Respondent no. 2 is present in court and has duly been identified by the IO. She states that she has entered into the settlement voluntarily and she has no objection if the present FIR is quashed. Affidavit of Respondent No. 2 has also been placed on record.
10. I have interacted with the complainant. I consider that there would be no purpose of continuing with the trial. It was a private dispute that has been amicably settled.
11. In view of the submissions made, the present FIR No. 179/2021 under Section 354A/354D/509/323/34 IPC registered at PS Shaheen Bagh, District South East, New Delhi along with all the other proceedings emanating therefrom are quashed. However, a Cost of Rs. 5,000/- is



imposed upon the petitioner to be deposited with the Delhi High Court Staff Welfare Fund.

12. The present petition along with pending application stands disposed of.

DECEMBER 23, 2024/AR/HT..

DINESH KUMAR SHARMA, J