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

+ **CRL.M.C. 9370/2024**

HARINDER SARLECH

.....Petitioner

Through: Mr. Rishabh Sahu, Mr. Deepak Jonia,
Mr. N.K. Verma and Mr. Harsh
Ahlawat, Advocates.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Ajay Vikram Singh, APP for
State with Inspector Pankaj Kumar,
SI Brahm Pal Singh, PS-IGIA/Metro.
Mr. Abhishek Sharma, Mr. Harpreet
Singh Kohli, Mr. Gagandeep
Kulyana, Ms. Manisha Sahwran.
Advocates for complainant with
complainant (through VC).

CORAM:

HON'BLE MR. JUSTICE RAVINDER DUDEJA

ORDER

25.03.2025

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1. This is a petition under Section 528 BNSS, 2023 for quashing of FIR dated 02.07.2022, P.S Indira Gandhi International Airport/Metro, No. 0006/2022 under Sections 354(A)(1)(ii), 354 (B), 506 IPC in criminal case no. 9284/2022 New Delhi.
2. The FIR was lodged on the complaint of respondent No. 2, Ms. Jasmine Kaur against the petitioner in regard to the sexual harassment and mental torture at workplace. The charge sheet in the case has been filed on 13.10.2022 under Sections 354(A)(1)(ii), 354 (B), 506 IPC.



3. It has been submitted by the learned counsel for the petitioner that charges have been framed only under Section 354(A)(1)(ii) IPC. It has also been submitted that the parties have amicably settled the matter vide Memorandum of Understanding dated 19.10.2024 [“**MoU**”]. The terms and conditions of the MoU dated 19.10.2024 reads as under:-

“1. The first party has offered heartfelt apologies if any of his actions have inadvertently hurt the sentiments. There was no intention to cause any discomfort, and deeply regret any misunderstanding that may have arisen to second party.

2. The second party accepts first party’s (i.e. Harinder Singh Sarlech) apology and recognizes his commitment to change,

3. Both parties have settled their disputes and wish to resolve the matter amicably, and the Second Party intends to not pursue the present FIR and case against the First Party.

4. Both parties agree to maintain the confidentiality of this MOU and the circumstances surrounding the incident, except as required by law or with the mutual consent of both parties. Both parties agrees to undertake that they will not contact each other in future.

This Memorandum of Understanding (MOU) is entered into by Harinder Singh Sarlech and XYZ both parties in the above-referenced case, to record their mutual understanding for the settlement of the ongoing proceedings.

THIS MEMORANDUM OF UNDERSTANDING THEREFORE WITNESSETH AS UNDER:

1. The second party (xyz) accepts first party’s (i.e. Harinder Singh Sarlech) apology and recognizes his commitment to change and expresses her intent to settle the matter.
2. Both parties agree to present this MOU in the Hon’ble Court of Ms. Komal Garg, MM, Mahila Court-01, for consideration based on mutual settlement.
3. That the second party shall cooperate to give statement, affidavit.NOC and to do all these acts which may be required to be done before concerned Hon’ble Court/High Court for withdrawing/quashing of present FIR.
4. Both the parties agree that they do not have any grievance against each other, therefore, in view of the same, they have further undertaken that they shall not level any allegations against each other or each other’s parents/relatives or cause not to act in a manner so as to harm the reputation and image of each other, in the family or at their work place or the society at large.



5. This MOU represents the full and final settlement of the dispute between the parties in relation to this case.

The parties hereto have signed this MOU on the date first written above.”

4. Learned Counsel for the petitioner has submitted that pursuant to the MOU, the FIR No. 0006/2022 under Sections 354(A)(1)(ii), 354 (B), 506 IPC registered at Police Station IGIA/Metro may be quashed.

5. The inherent power under Section 482 Cr.P.C. is of wide plenitude with no statutory limitation but it has to be exercised in accordance 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.

6. 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.



7. Respondent no. 2 is present in court through Video Conferencing 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 FIR is quashed.

8. In view of the above, it appears that she is not going to support the case of the prosecution and the possibility of conviction is remote and bleak. In view of the matter, the continuation of the criminal proceedings would be an exercise in futility. There would no purpose in continuing with the present proceedings and accordingly, the FIR No. 0006/2022 under Sections 354(A)(1)(ii), 354 (B), 506 IPC registered at Police Station IGIA/Metro and all the other proceedings emanating therefrom are quashed.

9. The present petition stands disposed of.

RAVINDER DUDEJA, J

MARCH 25, 2025/vd/f