

2023 SCC OnLine Del 5747

In the High Court of Delhi at New Delhi
(BEFORE DINESH KUMAR SHARMA, J.)

Ajay Elangovan ... Petitioner;

Versus

State and Another ... Respondents.

CrI.M.C. 6607/2022 & CrI.M.A. 12402/2023

Decided on September 1, 2023

Advocates who appeared in this case:

Mr. Lalit, Advocate

Mr. Amit Sahni, APP for the State

Respondent No. 2 through VC

The Judgment of the Court was delivered by

DINESH KUMAR SHARMA, J. (Oral):— The present petition has been filed under Section 482 Cr. P.C. seeking quashing of FIR No. 451/2015 registered at PS Malviya Nagar under Section 341/354D/509 IPC.

2. Briefly stated, the present FIR was registered on the complaint of the victim/Respondent no. 2 wherein she alleged that she was in a relationship with the petitioner for around 8 months, and during those 8 months petitioner used to drink a lot of alcohol and thereafter used to abuse her. Further, it is alleged that the petitioner used to create Drama at respondent no. 2's house at 12 AM. Thereafter, respondent no. 2 finally decided to move on in life and she stopped talking to the petitioner. The petitioner started chasing and stalking respondent No. 2 everywhere. Petitioner further used to call the friends of respondent no 2 and laterhe started threatening the victim over the phone that he would come toher rented apartment and create a *tamasha* in front of thehouse owner. Petitioner also threatened to block the respondent no. 2's way. The petitioner also threatened to commit suicide. Hence the present FIR was registered.

3. It is submitted that the petitioner was granted regular bail on 06.01.2017 by the Ld. MM Saket courts. The charge-sheet was filed under Section 341/354D/506 of the IPC.

4. It is submitted that during the pendency of the proceedings before the trial Court, the Petitioner and Respondent No. 2 signed a Settlement Deed dated 22.02.2020. Further, respondent no. 2 had filed a representation before the Police station Malviya Nagar which was registered vide DD no. 83 B, wherein Respondent no. 2 hadcategorically stated that the entire dispute between the Petitioner and Respondent

no. 2 culminated on account of the relationship and breakup issues and now both the petitioner and respondent no. 2 were remarried and well settled in their life's. Hence, Respondent No. 2 has agreed to forgive the Petitioner of her own free will without any threat, fear, force, or coercion and has condoned all his acts and omissions, and as such Respondent No. 2 does not want to continue any further litigation and is willing to lead her normal peaceful life.

5. It is submitted that Respondent No. 2 now has no grievance of any kind against the Petitioner. The parties have resolved their disputes amicably and a Settlement agreement dated 22.02.2020 has been effected between the Petitioner and the Complainant/Respondent No. 2 herein on the following terms and conditions:

- 1. That the dispute between the parties has been amicably resolved with the intervention of family and friends/relatives.*
- 2. As per the settlement, it is agreed that both parties are left with no grievances against each other and are now leading their lives respectfully without any intervention from any corner and would like to continue to do so peacefully.*
- 3. It is agreed that Complainant shall withdraw her complaint based on which the FIR no. 451/2015 dated 09.03.2015 got registered against the Accused and is currently pending adjudication in the court of Ms. Swati Gupta, MM, Mahila Court, Saket Court, New Delhi as Cr.c No. 2037915/2016.*
- 4. It is also agreed that the Complainant has no objection if the FIR no. 451/2015 is quashed against the Accused. That the complainant also undertakes to co-operate & assist the Accused in getting the said FIR no. 451/2015 dated 09.03.2015 quashed by signing the appropriate quashing petition and appearing in person before the Hon'ble High Court of Delhi, when required.*
- 5. That all disputes and differences have been resolved between parties through mutual consent and now no dispute survives among parties mentioned herein above. Hence it is mutually agreed that the proceedings arising out of the above said FIR be brought to an end.*
- 6. It is also agreed between both parties that the accused shall not initiate any criminal/civil proceedings in respect of the above mentioned FIR against the complainant herein. The accused herein further undertakes to never contact the complainant in any way or manner after execution of the present settlement agreement. That the accused also undertakes to not use/misuse any past photographs of the complainant herein, if any.*
- 7. That it is further agreed between the parties that they both shall remain bound with the terms and conditions as agreed herein*

above through this present agreement.

8. *That the present compromise deed is being signed by the parties amicably and voluntarily after understanding the liabilities, duties & legalities from their respective counsels and no pressure, coercion or undue influence has been exercised by any side by any party from any corner upon each other.*

9. *It is also agreed that the other party shall be at liberty to initiate contempt proceedings in case of violation/breach of any of the terms and conditions as agreed between the parties herein above."*

6. Respondent No. 2 appeared through VC and 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. 451/2015 registered at PS Malviya Nagar under Section 341/354D/509 IPC is quashed.

7. The Hon'ble Supreme Court in *Saju P.R. v. State of Kerala*, Criminal Appeal No. 1740/2019 *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."

8. The Kerala High Court in *Vishnu v. State of Kerala* 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."

9. 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.

10. 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.

11. In view of the above, FIR No. 451/2015 registered at PS Malviya Nagar under Section 341/354D/509 IPC and all the other proceedings emanating therefrom are quashed.

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