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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 22.01.2016

W.P.(CRL) 190/2016

VARUN

..... Petitioner

Through: Mr. Sunil Kumar, Advocate
Petitioner-in-person

versus

THE STATE OF NCT DELHI & ANR Respondents

Through: Mr. Avi Singh, ASC (Criminal) with
SI Govind Singh, Police Station-
Uttam Nagar for R-1
Respondent No.2-in-person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.1065/2015 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 190/2016 & CRL.M.A.1066/2015 (Stay)

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (Cr.P.C.) seeking quashing of FIR No.1060/2015, under Sections 452/427/506/34 IPC,

registered at Police Station- Uttam Nagar, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered on a complaint instituted by Dharambir Yadav s/o Mewa Ram Yadav, respondent No.2 herein, alleging that Varun, the petitioner herein, along with four other boys came to his office on 28.08.2015 at about 06.00 p.m. and broke the window pane of his premises and thereafter ran away. It is also alleged that when Dharambir Yadav and his companion, who were sitting in the said premises rushed out, they saw the said boys running away on foot while threatening the former to the effect that they will kill him.

3. It was asserted on behalf of the petitioner herein in response thereto that he has been falsely and maliciously implicated in the subject FIR at the instance of a local resident, owing to commercial rivalry. Dharambir Yadav, who is present in Court and has been identified by the IO in the subject FIR namely, SI Govind Singh, Police Station- Uttam Nagar as well as his counsel, states that with the intervention of respectable members of the community, the misunderstanding that led to the registration of the subject FIR has been amicably resolved. In this behalf, attention of this Court is drawn to a Memorandum of Understanding dated 07.12.2015, entered into

between the parties. The salient terms and conditions of the said

Memorandum of Understanding dated 07.12.2015 are as under:-

- “1. That the first party has agreed to pay full and final a lump-sum amount to second party for damages/compensation caused due to the injury occurred in the unfortunate incident in question, which is agreed by both the parties and their respective family members.
2. That the party of the first part has already made the aforesaid full and final settlement amount to the second party.
3. That the second party has agreed to execute a supporting affidavit, whenever the first party will prefer a petition before Hon’ble Delhi High Court under Section 482 Cr.P.C. seeking quashing of the FIR No.1060/15, U/s 452/427/506/34 IPC, lodged at Police Station- Uttam Nagar, Delhi and of the entire proceedings pursuant thereto.
4. That the second party has also agreed to appear before Hon’ble Delhi High Court in person at all the dates of hearing of the petition seeking quashing of the FIR in question.
5. That the first party has a right to recover the settled amount from the second party, if the second party will not execute the require supporting affidavit and give his identity proof with assurance to appear in the Court for the quashing of the aforesaid FIR.
6. That the second party accepts the proposal of the first party and agrees to take any further legal action against the first party.
7. That both the parties had also agreed that after execution of the present MOU no dispute grievances has been survived and moreover both the parties shall withdraw their respective complaints, allegations and counter allegation, if alleged against each other or pending with any authority the same shall be considered as withdrawn.
8. That both the parties shall also undertake to each other that in future no any or further litigation of any kind,

civil or criminal shall be initiated against each other and their respective family members in respect of the aforesaid incident dated 20.08.2015.

9. That both the parties to the present MOU also try their level best to maintain the peaceful relationship and even increase their relationship, keeping the neighbourhood relationship more healthy and supportive.
10. That both the parties shall also agreed and undertake to each other that in case of any dispute, grievances, claim of any kind against each other, both shall brought the said facts in the knowledge of the elders of their respective family members and try to resolve the dispute in peaceful and amicably manner.
11. That both the parties to the present MOU has executed the present deed of MOU today in the presence of following witnesses and with their respective consent, knowledge and permission and without any kind of pressure, coercion, undue influence and misrepresentation from any corner, but only out of their free will.
12. That both the parties to the present MOU also agreed and undertake with each other that they both shall duly comply and abide with the present terms and conditions duly settled vide present deed of settlement.”

4. A lump sum compensation in pursuance to the aforesaid Memorandum of Understanding dated 07.12.2015 has already been received by Dharambir Yadav, the complainant in the subject FIR. It has also been agreed between the parties that they shall maintain peace and attempt to ensure that no such incident occurs in the time to come.

5. Mr. Thakur, learned counsel appearing on behalf of the petitioner states that the latter undertakes to maintain good behaviour in future and

expresses his remorse at his involvement in the commission of the alleged offence.

6. In view of the foregoing, since the dispute that led to the registration of the subject FIR has been resolved amicably without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. Consequently, FIR No.1060/2015, under Sections 452/427/506/34 IPC, registered at Police Station- Uttam Nagar, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner subject to his depositing a sum of Rs.5,000/- (Rupees Five Thousand Only) with the Victims' Compensation Fund within a period of two weeks from today. The receipt of the said deposit shall be furnished to the concerned IO namely, SI Govind Singh, Police Station- Uttam Nagar, Delhi.

8. The writ petition is disposed of accordingly. The pending application also stands disposed of.

SIDDHARTH MRIDUL, J

JANUARY 22, 2016

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