

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 29th January, 2016

W.P.(CRL) 267/2016 & CRL.M.A. 1515/2016

VINOD SINGH & ORS.

..... Petitioners

Through: Mr Kamal Mehta, Advocate.

versus

STATE (NCT OF DELHI) & ANR.

..... Respondents

Through: Mr Sanjay Lao, Addl. Standing
Counsel (Crl.) with SI Kunal Kishor,
PS- Harsh Vihar.

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

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 seeking quashing of FIR No.0249/2013 under Sections 323/308/34 IPC registered at Police Station- Harsh Vihar, Delhi.

2. The subject FIR came to be registered as a consequence of a scuffle between the petitioners and the complainant Kamlesh Choudhary @ Raja

Prasad due to some misunderstanding, wherein the complainant allegedly received injuries

3. The complainant, who is present in court, states that the misunderstanding that led to the registration of the subject FIR, has been resolved by and between the parties and the parties have entered into a compromise deed dated 24.12.2015. The salient terms of the aforesaid compromise-cum-settlement deed dated 24.12.2015 are as follows:-

“1. That it is agreed between the parties that they have settled their disputes amicably and the first party has agreed to withdraw the above said F.I.R. bearing no.0249/2013 on 14.12.2013 under section 323/308/34 IPC in P.S. Harsh Vihar

2. That it has been further agreed between both the parties that both the parties take all appropriate/necessary steps and to coordinate to each other for quashing of the above said F.I.R. as mentioned above.

3. That both the parties of the deed settled their disputes amicably with the intervention of respectable persons of the society and agreed to take back or quash the F.I.R. as mentioned above and made and signed this compromise Deed without any force, coercion, pressure or undue influence from any side or corner.

4. That it has been further agreed between the parties that they will not initiate any proceedings against each other on the same cause of action due to which the above said F.I.R. were registered in

future. It has been further agreed between the parties that this Compromise Deed may be filed or given to the competent authority and competent court of law where it is necessary to be filed to quash the F.I.R. bearing no. 0249/2013 as mentioned above.

5. That the above Compromise between the parties and the decision to take back or quash the above F.I.R. as mentioned above has been made out of their independent free will and violation and without any pressure, force, fraud, coercion or undue influence from either side or by any third person.

6. That the first party and the Second party have set their respective hands unto this deed after having fully understood the contents hereinbefore which have fully been read over and explained to them in vernacular in the presence of the respectable persons of the society, family members, well wiser and witnesses and the same shall be binding upon both the parties.

7. That the first party having no objection if the above said FIR will be quashed by the Hon'ble High Court of Delhi.

8. That both the parties have agreed to be bound with this compromise Deed and shall not turned down from their words/statements in future.”

4. Kamlesh Choudhary @ Raja Prasad, the complainant, who is present in court and has been identified by the IO in the subject FIR, namely, SI Kunal Kishor, PS- Harsh Vihar, states that in view of the foresaid compromise deed dated 24.12.2015 he is no longer keen to proceed with the subject FIR.

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

6. Resultantly, the FIR No.0249/2013 under Sections 323/308/34 IPC registered at Police Station- Harsh Vihar, Delhi, is hereby set aside and quashed qua the petitioners subject to their maintaining good behaviour for a period of two years from today.

7. With the above said directions, the writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

JANUARY 29, 2016

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