

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 29th January, 2016

W.P.(CRL) 266/2016 & CRL.M.A. 1514/2016

VIPIN & ORS.

..... Petitioners

Through: Mr Rohit Koshore, Advocate.

versus

GOVT. OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr Avi Singh, Addl. Standing
Counsel (Crl.) with ASI Ram Avtar,
PS- Begum Pur.

Mr M.K.Saroja, Advocate for R-2.

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.0900/2015 under Sections 308/34 IPC registered at Police Station- Begum Pur, Delhi.

2. The subject FIR came to be registered as a consequence of a complaint instituted by Sanjay Rana, the complainant/respondent No.2 herein, alleging that Vipin, the petitioner No.1 and other petitioners herein, who live in the same locality had thrown a brick at him as a consequence of which he suffered grievous injury on the head.

3. Sanjay Rana, who is present in court states that he cannot be absolutely certain that it was the petitioners who threw the brick causing him injury, but had named them in view of the circumstance that they were in close vicinity when he was injured by the brick. Sanjay Rana further states that there is no previous enmity between him and the petitioners and that therefore he cannot ascribe any motive to the latter for having thrown a brick at him.

4. Counsel appearing on behalf of the parties state that with the intervention of elders in the locality and friends, the parties to the subject FIR, who are long time neighbours, have amicably resolved the 'misunderstanding'. The terms of the amicable resolution are encapsulated in a compromise-cum-settlement deed dated 21.01.2015 which can be found at page no.33 to 36 of the present writ petition. The salient terms of the

aforesaid compromise-cum-settlement deed dated 21.01.2015 are as follows:-

“1. That in the light of this compromised deed the First Party will not pursue the criminal proceeding vide FIR bearing No.0900/2015 against the Second Party,

2. That both the parties have agreed that they shall not challenge the validity and legality of this compromise deed at any point of time and shall abide by the same.

3. That both the parties out of their free will and consent in their sound state of mind and in the presence of each other and witnesses are executing the present compromise deed after understanding the contents thereof in their vernacular language.

4. That it has made clear that the First Party will appear before the police station or before the court of law as and when required to effect the present compromise deed, moreover the First Party undertakes not to peruse the present FIR any more.”

5. It is also candidly disclosed in court today that the petitioners herein have reimbursed the medical expenses related to the injuries suffered by Sanjay Rana.

6. Sanjay Rana, the complainant, who is present in person and has been identified by the IO in the subject FIR, namely, ASI Ram Avtar, PS- Begum Pur, as well as his counsel as above, states that in view of the aforesaid

compromise-cum-settlement deed dated 21.01.2015 he is no longer keen to proceed with the subject FIR.

7. In view of the foregoing, since the dispute 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.

8. Resultantly, the FIR No.0900/2015 under Sections 308/34 IPC registered at Police Station- Begum Pur, Delhi, is hereby set aside and quashed qua the petitioners subject to each one of them depositing a sum of Rs.5,000/- with the Victims' Compensation Fund, within a period of two weeks from today. A copy of the receipt thereof shall be provided to the IO in the subject FIR.

9. With the above directions the writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

JANUARY 29, 2016

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