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

**Date of decision: 23.02.2016**

**W.P.(CRL) 482/2016**

**LALJI KUSHWAHA & ANR**

..... Petitioners

Through: Mr. Shiv Kumar Sharma, Advocate  
with Mr. Ashok Jain, Advocate

versus

**STATE (GOVT OF NCT OF DELHI) & ANR**

..... Respondents

Through: Ms. Richa Kapoor, ASC (Criminal)  
with Mr. Ashish Negi, Advocate and  
SI Vijay Pal, PS- Kanjhawala, Delhi

**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 (Cr.P.C.) seeking quashing of FIR No.143/2009, under Sections 420/467/471/120-B IPC, registered at Police Station- Kanjhawala, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered on an application made by the complainant Satish Kumar Duggal (respondent No.2) to the effect that the petitioners herein namely, Lalji Kushwaha and Ramwati Kushwaha had failed to execute the Sale Deed qua the subject property, even after having received the entire sale consideration.

3. Counsel appearing on behalf of the petitioners as well as counsel appearing on behalf of the complainant/respondent No.2 state that subsequent to the registration of the subject FIR, better sense prevailed and the parties have of their own initiative resolved all their outstanding disputes. The Memorandum of Understanding dated 23.01.2016 entered into between the parties is annexed as 'Annexure-D' to this petition. The salient terms and conditions of the said Memorandum of Understanding dated 23.01.2016 are reproduced as under:-

- “1. That the First Party/complainant had already received Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) sale consideration amount as full and final settlement and no claim is left against the Second Party/Petitioners.
2. That the First Party has no objection if the writ petition for quashing of the FIR bearing No.143/2009, under Sections 420/467/471/120-B IPC with P.S. Kanjhawala, Delhi is filed before the Hon'ble High Court of Delhi at New Delhi and dropping the proceedings thereunder against the Second Party.

3. That the First Party has undertaken to cooperate in quashing the aforesaid FIR and filing of the required affidavit and other documents before the Hon'ble High Court of Delhi at New Delhi along with the said writ petition for quashing of the aforesaid FIR.
4. That the parties shall not initiate any other civil or criminal proceedings against each other in future and parties also undertake to withdraw cases, if any filed by them against each other in any competent court of law.
5. That the aforesaid settlement have been drawn from their free will without any fear, coercion and undue pressure of any person in any manner and the parties have gone through and understood the contents thereof and are fully satisfied from the aforesaid settlement.
6. That the aforesaid settlement shall remain irrevocable by the parties in future.
7. That the parties shall bound by all the terms and condition of the aforesaid settlement and the said settlement shall not be challenged by any of the party before any competent court of law in future."

4. In a nutshell, it has been agreed by and between the parties that upon the complainant Satish Kumar Duggal receiving a sum of Rs.12,50,000/- (Rupees Twelve Lacs Fifty Thousand Only) from the petitioners namely Lalji Kushwaha and Ramwati Kushwaha, the complainant Satish Kumar Duggal would drop all the proceedings initiated by him qua the subject property and cooperate in the quashing of the subject FIR.

5. The complainant Satish Kumar Duggal, who is present in person and has been duly identified by his counsel, states that in view of the afore-stated

amicable resolution, he is no longer keen to proceed with the subject FIR and the proceedings arising therefrom.

6. In the present case, it is observed that the offences in the subject FIR do not fall within the exempted categories of serious/heinous offences which ought not to be quashed on the ground of an amicable resolution of the disputes. [Ref. *Gian Singh vs. State of Punjab and Anr.* reported as (2012) 10 SCC 303]. The offences alleged to have been committed in the subject FIR are private in nature and do not have a serious impact on society.

7. In view of the foregoing, since the dispute which resulted in the registration of the subject FIR has already been resolved amicably 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. Consequently, FIR No.143/2009, under Sections 420/467/471/120-B IPC, registered at Police Station- Kanjhawala, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* both the petitioners subject to their depositing a sum of Rs.10,000/- (Rupees Ten Thousand Only) each with the Victims' Compensation Fund, Government of NCT of Delhi within a period of two weeks from today. The receipt of the said

deposit shall be furnished to the substitute IO namely SI Vijay Pal, Police Station- Kanjhawala, Delhi.

9. The writ petition is allowed and disposed of accordingly.

**SIDDHARTH MRIDUL, J**

**FEBRUARY 23, 2016**

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