

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 11.03.2016

W.P.(CRL) 789/2016 & CRL.M.A. 4300/2016

VISHAL SAGAR

..... Petitioner

Through: Mr Gyan Mitra, Advocate.

versus

GOVT OF NCT OF DELHI & ANR

..... Respondents

Through: Mr Avi Singh, Addl. Standing
Counsel (Crl.) with Ms Megha Bahl,
Advocate.

SI Sanjay Kumar, PS- Madhu Vihar.

Mr F.Khan, Advocate for R-2 with
complainant in person.

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.98/2015, under Sections 279/509 IPC registered at Police Station- Madhu Vihar, Delhi.

2. The subject FIR came to be registered against the petitioner on an allegation made by the complainant/respondent No.2 herein that the petitioner had misbehaved with her and used abusive language over a trivial issue of incorrect parking of vehicle by the latter.

3. Counsel for the parties state that the dispute that led to the institution of the subject FIR has been settled amicably by and between the parties by way of a Memorandum of Understanding/Compromise Deed dated 04.02.2016. The salient terms and conditions of the afore-stated settlement are as follows:-

- “(a) That both parties agreed that the pending cases and FIR against each other would be withdrawn unequivocally, unconditionally without any demur.
- (b) The First Party/petitioner shall prepare a quashing petition for quashing the FIR No. 98/2015, U/s:- 279/509 I.P.C., P.S.:- Madhu Vihar and the respondent shall co-operate to quash the said F.I.R.
- (c) That both the parties further undertake not to file any case/petition/complainant against each other in respect of the aforesaid case in future.
- (d) That the First party/petitioner also undertakes to withdraw his said complaint on the date fixed i.e. 04.03.2016.

- (e) That the present MOU has been arrived between the parties to settle the matter amicably and by their own free will, without any pressure, fear and coercion and after fully understanding the implication having arrived at this MOU. This MOU shall not be calling in question in future on the ground that the parties were not competent to enter into this MOU or were under in any disability or on any other similar ground. Both the parties bound with the terms and conditions of this MOU.”

4. The respondent no.2/complainant, who is present in court and has been identified by the IO in the subject FIR, namely, SI Sanjay Kumar, Police Station- Madhu Vihar, Delhi, unconditionally states that in view of the memorandum of understanding entered into between her and the petitioner the misunderstanding that led to the registration of the subject FIR has been amicably resolved.

5. The present case does not fall within the category exempted from quashing in terms of the decision of the Supreme Court in **Gian Singh vs. State of Punjab and Anr.** reported as (2012) 10 SCC 303.

6. In view of the foregoing, since the dispute that led to the registration of the subject FIR has been amicably resolved between the parties without

any undue influence, coercion or pressure, no useful purpose will be served by proceeding with the subject FIR.

7. Resultantly, FIR No.98/2015, under Sections 279/509 IPC registered at Police Station- Madhu Vihar, Delhi is hereby set aside and quashed *qua* the petitioner subject to his depositing a sum of Rs.10,000/- with the Victims' Compensation Fund within a period of two weeks from today and an undertaking to maintain peace and good behaviour for a period of one year. The receipt of the said deposit shall be furnished to the IO in the subject FIR.

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

SIDDHARTH MRIDUL, J

MARCH 11, 2016
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