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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 11th March, 2016

+ W.P.(CRL) 806/2016 and Crl. MA No. 4408/2016

GAURAV MEHRA

..... Petitioner

Through

Mr. Rahul Sharma, Advocate along
with petitioner

versus

STATE & ANR

..... Respondents

Through

Mr. Sanjay Lao, ASC (Crl.) with
Mr. Siddharth Sandhu, Advocate
SI Pawan Kumar, PS Hauz Khas
Respondent no. 2/complainant
in-person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

Crl. MA No. 4408/2016 (Exemption)

1. Exemptions allowed subject to all just exceptions.
2. The application stands disposed of.

W.P.(CRL) 806/2016

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. 1317/2015, under Section 380 IPC registered at Police Station- Hauz Khas, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered against the petitioner herein as a consequence of a dispute between the respondent no. 2/complainant (landlord) and the petitioner (tenant). The dispute centres around the payment of rent.

3. Counsel for the parties state that with the intervention of the common friends, the parties have arrived at an amicable settlement of all their outstanding disputes by way of a Settlement Deed dated 3rd March, 2015.

The salient terms and conditions of the said Settlement Deed are as follows:-

“1. That in lieu of all claims whatsoever of the first party in respect to the said premises and subject matter of the aforesaid FIR, the second party has agreed to pay a lump sum amount of Rs. 3,00,000/- (Rupees Three lakhs only) in total to the first party.

2. That, out of the aforesaid Rs. 3,00,000/- (Rupees Three Lakhs only), a sum of Rs. 2,00,000/- (Rupees Two Lakhs only) is being paid by the second party to the first party at the time of signing of this settlement deed as per the following demand drafts:-

Date	Draft No.	Issuing Bank Name & Branch	Amount
02.03.16	462437	Yes Bank Andheri (West)	50000/-
02.03.16	543091	Yes Bank Andheri (West)	75000/-

02.03.16 543092 Yes Bank Andheri 75000/-
(West)

3. That, after the payment of the aforementioned amount of Rs. 2,00,000/- (Rupees Two Lakhs only) by the second party to the first party, it has been agreed by the first party, that they shall not pursue the FIR No. 1317/2015 registered at Police Station Hauz Khas, Delhi under Section 380 IPC and agree to cooperate with the second party in quashing of the aforesaid FIR by signing the quashing petition as well as by personally appearing before the Hon'ble High Court of Delhi for the said purpose.

4. That, it is hereby agreed that after the payment of the aforementioned amount of Rs. 3,00,000/- (Rupees Three Lakhs only) by the second party to the first party, the first party and second party shall be left with no claims whatsoever against each other including claims towards air-conditioners as mentioned in the FIR, arrears of rent, electricity charges and payment to RWA if any, or any other claim of any nature whatsoever.

5. That, the remaining amount of Rs. 1,00,000/- (Rupees One Lakh only) shall be paid in cash by the second party to the first party, simultaneously the first party shall return all unpaid cheques issued by the second party, whether presented already or yet to be presented at the time of quashing of the FIR before the Hon'ble High Court of Delhi. It is clearly agreed that both the parties herein including the first party and the second party shall be left with no claims, whatsoever arising/pertaining to the tenancy agreement or this settlement. That, in case there is any default/defect/delay in making the payments by the second party to the first party for the total amount of Rs. 3,00,000/- (Rupees Three Lakhs only) as narrated in paras above, this settlement deed shall be infructuous and stand withdrawn/cancelled.

6. That, the first party and the second party by this agreement has agreed to withdraw or quash all complaints filed before the police or cases before any of the courts instituted by any one or all of the second party which they or by their agents has filed against the first party in respect of the premises 301/6, Kaushalya Park, Hauz Khas, New Delhi-110016 and undertake not to pursue their complaints or cases any further. The first party and the second party also undertake to withdraw all complaints and cases which are not in the knowledge of the first party and/or the second party against each other.

7. That, none of the parties herein have initiated/filed any proceedings before any court of law on account of cheques issued/lost/unpaid by and in case any such proceedings are pending, the same shall be withdrawn by the concerned party within one week from the date of signing of this settlement.

8. That, it is further agreed, that after quashing of the afore-said FIR and payment of an amount of Rs. 3,00,000/- (Rupees Three Lakhs only) no party to this settlement shall have any claim of any nature against each other.

9. That, this agreement is being executed in good faith and shall remain binding upon both the parties herein.

10. That, both the parties have agreed not to initiate any civil/criminal and/or any other legal proceedings in future against each other in any court of law in respect of above mentioned apartment no. 301/6, Kaushalya Park, Hauz Khas, New Delhi-110016 or otherwise.

11. That, there is no collusion between the parties to this agreement and the parties herein have entered this agreement without any undue influence.”

4. In a nutshell, it has been agreed by and between the parties that the respondent no.2/complainant be paid a sum of Rs. 3,00,000/- as full and final settlement in lieu of his outstanding dispute against the petitioner. Mr. Vikas Sardana, respondent no.2/complainant acknowledges receipt of the full amount of Rs. 3,00,000/- in pursuance thereof.

5. Mr. Vikas Sardana - respondent No.2/complainant, who is present in Court today and has produced his identification documents to the satisfaction of this Court, states that in view of the amicable resolution of the dispute as afore-stated, he is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

6. In the present case, it is observed that the offence in the subject FIR does 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 offence alleged to have been committed in the subject FIR is private in nature and does not have a serious impact on society.

7. In view of the foregoing, since the dispute that led to the registration of the subject FIR has been settled amicably by and between the parties

without any undue influence, pressure or coercion; and the settlement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

8. Resultantly, the FIR No. 1317/2015, under Section 380 IPC registered at Police Station- Hauz Khas, Delhi and the proceedings arising therefrom are 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. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

MARCH 11, 2016

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