

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18.04.2016

W.P.(CRL) 1148/2016 & CRL.M.A. 6073/2016

ASHISH YADAV & ANR

..... Petitioners

Through: Mr J.P.Sengh, Sr. Advocate with
Mr Chetan Wahi, Advocate.

versus

STATE & ORS

..... Respondents

Through: Ms Nandita Rao, Addl. Standing
Counsel (Crl.) with Ms Neha Dhir,
Advocate.

Insp. Ramesh, PS- Sagarpur.

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.891/2015, under Sections

420/467/468/471/448/380/506/34 IPC registered at Police Station- Sagar Pur, Delhi.

2. The subject FIR came to be registered on an allegation made by the complainants, who are present in person in court today, to the effect that the petitioner No.1 herein had illegally trespassed on to the subject land which is under their ownership and possession and was further in the process of demolishing the existing structure raised on that land.

3. The complainants, who have been identified by the IO in the subject FIR, namely, Insp. Ramesh Chand Meena, DIU Sourt-West, state that the dispute that led to the registration of the subject FIR has now been amicably resolved by and between the parties and the terms of the compromise are embodied in a memorandum of understanding dated 08.03.2016 which has been annexed to the present petition at pages 123 to 126 as annexure P-4. The salient terms and conditions of the afore-stated memorandum of understanding dated 08.03.2016 are as follows:-

“This MOU is signed and executed between Mr. Parag Tugnait, S/o. Sh. Raj Gaurav Tugnait, and Nidhi Tugnait, W/o. Parag Tugnait, both residents of C-1A/33A, Janak Puri, New Delhi – 110058 (hereafter referred to as the ‘First Party’);

AND

Sh. Gulshan Yadav, S/o. Sh. Surat Singh Yaav, R/O H-69, Raghu Nagar, Gali No.9, 4TH Floor, P.S. Dabri, New Delhi-110046; and also at House no.898, Rajeev Nagar, Gurgaon and

Ashish Yadav, S/o. Sh Satbir Singh, R/o Vill: Palhawas, Tehsil & Distt: Rewari, Haryana (together jointly and individually known as 'Second Party').

That the father of First Party was the owner of the property bearing No. RZ- 23E, Gali No-6, Raghu Nagar Dabri (Pankha Raod) New Delhi- 110045 (hereinafter referred to as the 'Suit Property'). That there are registered documents in favour of First Party as also the First Party has been in possession and the property since the time of purchase of the property by the father of the First Party.

That the Second Party had claimed the property on the basis of certain documents and because of the claim made by the Second Party with respect to the property, the First party was left with no option but lodge repeated complaints against the Second Party which eventually led to the lodging of the FIR No.891/15, registered with Police Station Sagar Pur, under Section 420/467/468/471/481/380/506/34 IPC.

That in the meantime the Second Party filed a suit for relief of permanent injunction against the First Party with respect to the property which suit is pending adjudication in the Court of Dr. P.S. Malik, ADJ, Dwarka, New Delhi.

That during the aforesaid period the Second party has recognized, acknowledged and understood that it is not the Second Party but the First Party who is sole and exclusive owner of property. The Second Party has also recognizes that the possession of the property was with the first party and such possession shall have to continue to be with the first Party. The Second Party has thus approached the First Party and while acknowledging the ownership and possession rights of the First Party in the suit property has requested the Second party to enter in the present MOU.

That the Second Party has misplaced all the documents on the basis of which it was claiming ownership in the property to the First Party. The Second party has also acknowledges the ownership of the property of the First Party and has agreed to remove its lock from the main gate of the Property. The Second Party has also agreed that it shall never enter the property or claim any right(s) in the suit property directly or indirectly. The Second Party has further assured that the second Party shall not create/attempt to create any document to show any right of the second Party in the Property or shall do any act to effect/prejudice the rights of the First party in the property. The Second Party acknowledges that the First Party is the sole and exclusive owner of the suit property and the First Party is in possession of the suit property, for all intents and purposes and for all concerned/ for all times to come in the capacity of being the owner of the same.

The lock as was put by the Second Party on the main gate of the property has been removed and a video of the lock being removed has duly been taken. The photographs have also been taken to show the removing of the lock from the main gate of the property by the second party.

That as the Second party has removed its lock from the main gate of the property, the First Party has agreed to sign the present settlement as also sign affidavits which could help the Second Party in getting the FIR being FIR No.891/15, registered with Police Station Sagar Pur, under Section 420/467/468/471/481/38/506/34 IPC quashed from the Hon'ble High Court of Delhi. The required and requisite affidavit have been given by the First Party to the Second Party.

The Present MOU has been signed between the parties with the intervention of the respectables of the Society and in order to finally decide the issue with respect to the ownership of the property which is in favour of the First Party.

That the Second Party shall appear before the Court of Dr. P.S. Malik, Ld. ADJ, Dwarka, Delhi and shall duly make statement before the Ld. ADJ for withdrawal of the suit on the basis of the present MOU. The present MOU shall be taken on record and the suit shall be withdrawn by the Second Party.

The First Party shall also not oppose the bail application of the Second Party and shall cooperate with the Second Party to obtain bail from the Hon'ble Court.”

4. In pursuance to the afore-stated memorandum of understanding a suit instituted by the petitioner for permanent injunction against the complainants has since been withdrawn unconditionally and the possession of the said property is now admittedly with the complainants.

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 since it does not affect the general public at large and it is a private affair.

6. 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 and the parties have acted upon the said afore-stated memorandum of understanding, no useful purpose will be served by proceeding with the subject FIR.

7. Resultantly, FIR No.891/2015, under Sections 420/467/468/471/448/380/506/34 IPC registered at Police Station- Sagar Pur, Delhi, is hereby set aside and quashed *qua* the petitioners subject to their depositing a sum of Rs.20,000/- each with the Victims' Compensation Fund within a period of two weeks from today. 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.

MARCH 18, 2016
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SIDDHARTH MRIDUL, J