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* IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 09.05.2016

+ W.P.(CRL.) 1324/2016 & CRL.M.A. No. 6948/2016

INDRAPRASTHA GAS LIMITED & ORS Petitioners
Through Mr. S.K. Pandey, Advocate

versus

STATE & ANR Respondents
Through Mr. Avi Singh, ASC (CrI.)
SI Sunny Kumar and HC Baljit Singh,
PS Rani Bagh
Respondent no. 2 in-person

CORAM:
HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A. No. 6948/2016 (Exemption)

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

W.P.(CRL.) 1324/2016

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. 601/2014, under Sections 285/336/427 IPC registered at Police Station- Rani Bagh, Delhi and the proceedings emanating therefrom.

2. The subject FIR came to be registered on a complaint filed by Mr. Anil Tirthani, respondent no. 2 herein, alleging that there was a gas leakage in his house which resulted in an explosion and damaged the gas stove.

3. Counsel for the petitioners as well the respondent No.2/complainant (who is present in Court in person today) state that the dispute that led to the registration of the subject FIR has been amicably settled by and between the parties by way of a Compromise Deed dated 9th March, 2016. The salient terms and conditions as enshrined in the said Compromise Deed are as follows:-

“1. That the party of the second party has agreed to pay a sum of Rs. 55,000/- (Rupees Fifty Thousand only) to the parties of the first part towards full and final settlement of all claims against the parties of the second part.

2. That the payment of the said sum of Rs. 55,000/- (Rupees Fifty Five Thousand only) to the parties of the first part full and final and the party of the first part will have no further claim in future on any account whatsoever against the second party.

3. That the parties of the second part has agreed to pay an amount of Rs. 55,000/- (Rupees Fifty Five Thousand only) whose details are as follows:-

a) Rs. 25,000/- (Rupees Twenty Five Thousand only) on the date of signing of this MOU.

b) Rs. 15,000/- (Rupees Fifteen Thousand only) on the date of signing of petition for quashing of FIR on the basis of mutual compromise.

c) Rs. 15,000/- (Rupees Fifteen Thousand only) at the date and time of quashing of FIR before the Hon'ble High Court of Delhi at New Delhi.”

4. Learned counsel appearing on behalf of the petitioners states that in pursuance to the said compromise deed dated 9th March, 2016, a sum of Rs. 40,000/- has already been paid to the respondent no.2/complainant herein. The balance sum of Rs. 15,000/- has been handed over to the respondent no. 2/complainant in Court today. The latter acknowledges receipt thereof.

5. Mr. Anil Tirthani, the respondent no.2/complainant in the subject FIR, who is present in person in Court today and has been identified by the Investigating Officer namely SI Sunny Kumar, Police Station- Rani Bagh, Delhi, 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 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 that led to the registration of the subject FIR, has been settled between the parties amicably by way of a compromise deed dated 9th March, 2016, 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, FIR No. 601/2014, under Sections 285/336/427 IPC registered at Police Station- Rani Bagh, Delhi and the proceedings emanating therefrom are hereby set aside and quashed *qua* the petitioners subject to their depositing a sum of Rs. 10,000/- (in aggregate) with the Victims' Compensation Fund within a period of four weeks from today. The copy of the receipt thereof be provided to the IO in the subject FIR.

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

SIDDHARTH MRIDUL, J

MAY 09, 2016

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