

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision:03.05.2016

W.P.(CRL) 1354/2016 & CRL.M.A.7174/2016

GITA DEVI & ORS

..... Petitioners

Through: Mr K. Singhal, Advocate.

versus

STATE NCT OF DELHI & ANR

..... Respondents

Through: Mr R.S.Kundu, Addl. Standing
Counsel (Crl.) with Mr Ankit Gulia
and Mr Vishesh Wadhwa, Advocates.

Ms Jyoti Gupta, Advocate for R-2
with R-2 in person.

ASI Satyavir Singh, PS- Ambedkar
Nagar.

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(in short CrPC') seeking quashing of FIR No.0389/2015 under Sections

323/34/427/451/506 IPC registered at Police Station- Ambedkar Nagar, Delhi.

2. The subject FIR came to be registered on a complaint by Kavita , the respondent No.2 herein, who was admittedly a tenant of the petitioner No.1 herein, alleging that the latter along with his immediate family members had assaulted her on 14.04.2015 at her residence.

3. Kavita, who is present in person and has been identified by the IO in the subject FIR, namely, Satyavir Singh, PS- Ambedkar Nagar, Delhi, states that subsequent to the registration of the subject FIR she has entered into a settlement/compromise with the petitioners resolving the underlying tenancy dispute inter se. Kavita would, therefore, state that she is no longer keen to prosecute the subject FIR and proceedings arising therefrom.

4. The afore-sated compromise has been encapsulated in a Memorandum of Understanding dated 11.04.2016, a copy of which has been annexed to the present petition at pages 36 to 38. The salient terms and conditions of the Memorandum of Understanding dated 11.04.2016 are as follows:

“The present Agreement is entered on 11th Day of April 2016 between:

Ms. Geeta W/o Shankar R/o E-397, Street No.76,
Mahavir Enclave, Part-III, New Delhi – 110059
(hereinafter shall be called ‘First Party/Landlord’)

And

Mr. Aabu S/o Shishpal R/o Ground Floor, 14/409,
Dakshinipuri, Ambedkar Nagar, New Delhi & Ms.
kavita W/o Sh. Aabu R/o Ground Floor, 14/409,
Dakshinipuri, Ambedkar Nagar, New Delhi.

(hereinafter shall be called ‘second party/Tenants’)

Whereas the First Party is landlord of the property bearing No. 14/409, Dakshinipuri, Ambedkar Nagar, New Delhi and let out the Ground Floor of the said property to the second party on 11th Dec. 2014 at the monthly rental of Rs. 3200/- excluding the electric and water charges.

Whereas after letting the above property to the second party by the first party, certain disputes arose in between them which resulted into multiple litigations including Criminal cases between the parties.

Whereas with the intervention of relatives/acquaintances and friends, both the above parties have entered into compromise to settled their disputes finally. Both the parties have agreed to enter into a written compromise/MoU to set terms and conditions for resolving their disputes once and finally.

Whereas the parties to this agreement, have agreed to enter into present settlement/agreement on the following terms and conditions which have been understood by them clearly and both the parties have accepted the terms and conditions, explained herein above:

1. The Second Party shall vacate the premises Ground Floor, 14/409, Dakshinpuri, Ambedkar Nagar, New Delhi within a period of next 5 days from the date of present agreement i.e. latest by Sunday 17.04.2016 and hand over the vacant and peaceful possession of above property to the First party.
2. That the Second Party shall not make any claim of any type whatsoever in the above detailed property.
3. That the First Party shall not claim any rent/maintenance/electric/water charges from the Second Party qua the tenancy of above detailed property, from the second party. The Second Party shall also not take any claim of any kind towards any losses at the hands of the First Party.
4. That the First and Second Party have agreed to withdraw the following cases from the Hon'ble Courts and will take necessary steps for the quashing of the cases wherein the offences are non-compoundable. The details of the cfases are as under:

- I. FIR No.0155/16 U/s 323/354/509/506/34 of IPC P.S. Ambedkar Nagar: Complainant – Ms. Geeta. Accused: Kavita & Aabu.
- II. FIR No. 389/2015 U/s 34/506/323/427/451 of IPC P.S. Ambedkar Nagar: Complainant – Kavita & Aabu. Accused: Geeta, Shankar S/o Kajodmal, Banwari S/o Bhambu Ram, Manoj R/o 14/401, Dakshinpuri Extn., Ambedkar Nagar, New Delhi & Rohit S/o Shri Darshan R/o 14/399, Dakshinpuri Extn. (Through the other accused persons are not the party to the present Compromise, however the Second Party shall have no objection towards the quashing/compounding of FIR qua those accused persons as well).
- III. Eviction Petition titled Geeta Devi Vs. Kavita pending in the Court of sh. Pawan Rajawat, Hon'ble ARC, Saket, Delhi.
- IV. Complaint Case filed by Ms. Geeta U/s 156(3) of Cr.P.C. against Ms. Kavita & Mr. Aabu, presently pending in the Court of Mr Gopal Singh, Ld. MM, Saket.

5. That the First Party shall have no objection on the bail application of the Second Party, however if the second party failed to vacate

the property in the prescribed period, the First Party shall be having every right to file cancellation of bail.

6. That the First party and second party undertake to abide by above terms and conditions and also undertake to maintain the peace in the locality as well as between them.

That the above agreement has been entered into between the parties without any force/pressure/coercion/threat or compulsion.

That both the parties have read and understood the contents of the above agreement in the language Hindi which they understand. The above agreement has been explained in Hindi by the Advocates/Counsel of both the parties.

5. Mr Singhal learned counsel appearing on behalf of the petitioners submits that pursuant to the afore-stated amicable settlement, the possession of the subject premises has already been received by them. The petitioners have also agreed to cooperate in the quashing of a cross FIR registered at their instance against Kavita, the respondent No.2 herein.

6. The compromise between the parties is lawful and is accepted leaving the parties to abide by its terms without demur.

7. In view of the foregoing, no useful purpose will be served by proceeding with the subject FIR. Resultantly, the FIR No.0389/2015 under Sections 323/34/427/451/506 IPC registered at Police Station- Ambedkar Nagar, Delhi, is hereby set aside and quashed qua the petitioners subject to their depositing a sum of Rs.20,000/- in the aggregate with the Victims' Compensation Fund within a period of four weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

MAY 03, 2016
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