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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 04.05.2016

W.P.(CRL) 1382/2016

HARPREET SINGH

..... Petitioner

Through: Mr. Anurag Jain, Advocate

versus

STATE (GOVT OF NCT OF DELHI) & ANR

..... Respondents

Through: Ms. Nandita Rao, ASC (Criminal)
with Inspector B.K. Singh, DIU/NE
for R-1
Manoj Garg, R-2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.7240/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1382/2016

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 (Cr.P.C.) seeking quashing of FIR No.655/2014, under Sections

420/380/419/448/467/468/471/34 IPC, registered at Police Station- Khajuri Khas, Delhi, and the proceedings arising therefrom.

2. The subject FIR came to be registered on the basis of a complaint made by respondent No.2 Manoj Garg, alleging that the subject property, which had been acquired by him from one Mr. Mohd. Yaqiib, was forcibly occupied by the petitioner after breaking open the locks of the house on the subject property and removing all his household goods lying therein.

3. It is an admitted case that the petitioner who has instituted various complaints against respondent No.2 Manoj Garg, complainant herein, including CC No.32/14, Police Station- Khajuri Khas, Delhi, which is pending before the concerned Metropolitan Magistrate. A revision petition instituted by the petitioner herein against an order dated 11.08.2015, whereby the concerned Metropolitan Magistrate dismissed his application under Section 156 (3) of Cr.P.C., is also pending disposal before the concerned Sessions Judge.

4. The respondent No.2 Manoj Garg, complainant herein, who is present in person in Court today and has been duly identified by the IO in the subject FIR, namely, Inspector B.K. Singh, DIU/NE, states that subsequent upon the registration of the subject FIR, he has entered into an amicable settlement with the petitioner herein by way of a compromise deed dated 29.04.2016. The compromise deed is annexed to the present petition as Annexure-B. The salient terms of the compromise deed dated 29.04.2016 are as follows:-

“THIS DEED OF COMPROMISE is made on this
29th day of April, 2016.

BETWEEN

Sh. Harpreet Singh S/o Sh. Manmohan Singh, R/o 46, Hargovind Enclave, Delhi – 110092 (hereinafter referred as FIRST PARTY) of the one part.

AND

Sh. Manoj Garg S/o Late Sh. Rameshwar Dayal R/o B-69, Shashtri Park, Delhi (hereinafter referred as SECOND PARTY) of the Second Part.

WHEREAS on 28.06.2014 FIR No.655/2014 was registered at P.S. Khajuri Khas U/s 380/419/420/448/467/468/471/34 IPC on a complaint made by the second party against the first party and other unknown persons.

WHEREAS the first party had also made various police complaints against the second party and also filed a criminal complaint bearing CC No.32/14 which is still pending disposal before concerned M.M. at the stage of pre-summoning evidence. The first party also filed a revision petition before the Ld. ASJ against the order dated 11.08.2015 whereby an application u/s 156(3) of Cr.P.C. was dismissed by the Ld. M.M. and the same is also pending disposal.

WHEREAS after the registration of the aforesaid FIR and during the pendency of the other litigation as mentioned above both the parties with intervention of the respectable members of the society have settled all their disputes amicably arising out of the aforesaid FIR and other legal proceedings without any force, coercion or pressure from any side, in terms of this compromise deed.

WHEREAS now to resolve all the disputes between First Party & Second Party herein appearing and IT IS MUTUALLY AGREED AND DECLARED by and between the First Party & Second Party as under:

NOW THIS DEED WITNESSETH AS UNDER:

1. That the FIR No.655/2014 was registered at P.S. Khajuri Khas U/s 380/419/420/448/467/471/34 IPC at the instance of second party on account of certain misunderstanding but now the second dparty is in the possession of property in dispute and all the disputes have been resolved between the parties amicably therefore both the parties have no intention to go into the multiple litigations in future in any manner against each other.
2. That both the parties have been settled their disputes full and final and now the relationship of both the parties are normal as all the misunderstandings have been already resolved between the parties amicably and without any force or coercion.
3. That it is agreed that First Party shall not have or claim in future any right, title or interest in the property bearing No.D-2/281, Gali NO.2, D Block, Village Mustafabad, Nehru Nagar, Delhi admeasuring 50 sq. yards. Now both the parties are left with no claims or grievances against each other with respect to the said property as now the second party is already in the legal possession of the above said property. It is also agreed that first party will hand over all the documents related to above said property to the second party either having in his possession or seized by investigation officer of the above FIR, as and when receive from the investigation

officer of the above mentioned FIR to avoid any other litigation in future.

4. That first party undertakes to withdraw all above mentioned cases filed against the second party on the next date of hearing unconditionally.
5. That the second party undertakes not to pursue the aforesaid FIR against the first party and further undertakes to cooperate in quashing of the aforesaid FIR by signing the relevant/required documents and put the appearance before court of law as and when required.
6. That it is also agreed that the quashing of above FIR shall be done at the expenses and costs of the first party only.
7. That both the parties have decided not to initiate/pursue any legal action against each other in any court of law or forum arising out of the aforesaid FIR/litigation or arising out of the aforesaid property. Similarly any other petition, application or complaint filed by either party also stands resolved and shall be treated as withdrawn and call for no action as both the parties have decided to live peacefully in future and not to indulge in any kind of dispute.
8. That the parties hereby declare that they have obtained independent legal advice and they are executing this compromise deed with their free will, without any force, pressure, coercion, inducement, compulsion, misrepresentation.”

5. In pursuance to the afore-stated compromise deed respondent No.2 Manoj Garg, complainant herein, has recovered possession of the subject

property to his satisfaction. The petitioner has also unequivocally undertaken to withdraw the numerous complaints instituted by him against the respondent No.2/complainant forthwith, without demur.

6. In view of the foregoing, counsel appearing on behalf of the petitioner submits that the subject FIR and the proceedings arising therefrom be quashed. The respondent No.2 Manoj Garg, the complainant herein supports this submission made on behalf of counsel for the petitioner. The settlement arrived at between the parties is lawful and is hereby accepted while directing the parties thereof to comply with the terms and conditions thereof without fail.

7. 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.

8. In view of the foregoing, since the dispute that led to the registration of the subject FIR, which arose out of the ownership of the subject property, has been settled amicably by and between the parties without any undue influence, pressure or coercion no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

9. Resultantly, the FIR No.655/2014, under Sections 420/380/419/448/467/468/471/34 IPC, registered at Police Station- Khajuri Khas, Delhi, and the proceedings arising therefrom are hereby set aside and

quashed *qua* the petitioner subject to the parties depositing a sum of Rs.20,000/- (Rupees Twenty Thousand) each 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.

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

MAY 04, 2016
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SIDDHARTH MRIDUL, J

