

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 17.05.2016

W.P.(CRL) 1556/2016 & CRL.M.A. 8078/2016

SANGEETA SINGH

..... Petitioner

Through: Mr Lokesh Kumar Mishra and
Mr Sameer Ojha, Advocates.

versus

STATE (GOVT OF N.C.T OF DELHI) & ORS

..... Respondents

Through: Mr Rajesh Mahajan, Addl. Standing
Counsel (Crl.) with Ms Parul Jamwal,
Advocate.

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.1217/2015 under Section 406 IPC registered at Police Station- New Ashok Nagar, Delhi.

2. It is an admitted position that the complainant in the subject FIR, namely, Girish Kumar Singh (respondent No.2) and the petitioner are

business partners. The subject FIR came to be registered on an allegation made by the complainant that a vehicle belonging to him which was provided to the petitioner was not being returned by the latter. Subsequent to the registration of the subject FIR better sense prevailed and the parties have arrived at an amicable resolution vide compromise deed dated 03.05.2016. The salient terms and conditions of the said compromise deed dated 03.05.2016 are as under:-

- “1. That it has been settled between both the parties that first party returned that Alto car bearing no. UP-14AW-7348, model 2009 to the second party.
2. That the second party will withdrew his complaint filed by him, will also withdraw all his complaint (if any) filed by him at any authority and will cooperate the first party in quashing the said FIR.
3. That all litigation expense should be borne by the first party.
4. That both the parties have compromised with their free will, without any pressure coercion upon them, after understanding it in vernacular language and they have put their signature on this compromise deed in the presence of their parents and respectable persons of the society.
5. That both the parties are bound by this compromise deed.”

3. The complainant present in person in court today and has produced his Election ID Card for identification. The same is perused and returned. The complainant states that pursuant to the afore-stated compromise deed dated 03.05.2016 he is no longer keen to prosecute the subject FIR particularly in view of the circumstance that the subject vehicle has since been returned to him.

4. In the present case, it is observed that the offence 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 dispute. [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.

5. 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 03.05.2016, without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR.

6. Resultantly, FIR No.1217/2015 under Section 406 IPC registered at Police Station- New Ashok Nagar, Delhi, is hereby set aside and quashed *qua* the petitioner.

7. With the above direction the writ petition is allowed and disposed of accordingly.

MAY 17, 2016
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SIDDHARTH MRIDUL, J

