

#22

*** IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 15th February, 2016

+ W.P.(CRL) 2301/2014

RATAN KUMAR & ANR Petitioners
Through: Mr. Sumit Chaudhary, Advocate

versus

THE STATE NCT OF DELHI & ORS Respondents
Through: Mr. Rahul Mehra, Standing Counsel
(Crl.) with Mr. Jamal Akhtar and Mr.
Shekha, Advocates
SI Kulvir Singh, P.S Shahbad Dairy

**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. 632/2013, under Section 420 IPC registered at Police Station- Shahbad Dairy, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered as an offshoot of a dispute between the petitioners herein and the respondent nos. 2 and 3 herein qua a plot of land bearing no. 37/3 situated within revenue estate of Village

Barwala, Delhi and the area presently known as Nanesh Enclave, Jain Colony, F- Block, Gali No. 3, Delhi.

3. Counsel for the parties state that with the intervention of common friends and community elders, the parties have arrived at an out-of-court settlement of all their outstanding disputes by way of a Compromise Deed dated 13th May, 2014 duly executed by the petitioners and the respondent nos. 2 and 3 herein and annexed as Annexure 'B- Colly' to the present writ petition. The salient terms and conditions as enshrined in the said Compromise Deed are as follows:-

“1. That it is agreed between both the parties that the Second Party will pay the total amount of Rs. 10,00,000/- only (Rs. Ten Lacs only) to the first party in the name of Smt. Meena Gupta at the time of signing of this Compromise Deed/MOU. That after receiving the Rs. 10,00,000/- (Rupees Ten Lacs only), the first party shall not have any grievance or grudges against the second party with regard to the complaint case titles as Sangam Tripathi vs. Jitender Pandey & Ors., PS Shahbad Dairy CC No. 11/SC/13 and case FIR No. 632/13 dated 25/11/2013, U/s 420 IPC registered at P.S. Shahbad Dairy.

2. That it is agreed between the parties that the first party will cooperate second party in their bail application in FIR No. 632/13 and shall not oppose same as all the issues and grievances mentioned in the FIR No. 632/13, with regard to land measuring two bighas bearing no. 37/3 situated within revenue estate of Village Barwala, Delhi and the area presently known as Nanesh Enclave, Jain Colony,

F- Block, Gali No. 3, Delhi, have already been settled against the payment of Rs. 10,00,000/- (Ten Lacs only)

3. That it is also agreed between the parties that the first party will cooperate in getting FIR No. 632/13 dated 25/11/2013, u/s 420 IPC registered at PS Shahbad Dairy quashed before the Hon'ble Delhi High Court or get it compounded before the competent court of law against the accused persons of FIR No. 632/13.

4. That it is also agreed between the parties that no party will claim anything against each other or raise any dispute against each other with regard to the aforesaid litigation as the dispute concerning the aforesaid litigation have already been resolved/compromised amicably in presence of family members/friends of both the parties and first party undertake not to raise any issue with each other regard to land measuring two bighas bearing no. 37/3 situated within revenue estate of Village Barwala, Delhi and the area presently known as Nanesh Enclave, Jain Colony, F-Block, Gali No. 3, Delhi in future against the second party except that of any surplus land/untitled/unclaimed/encroached/vacant land if found within the part of Khasra No. 37/3 owned by others then the first party shall have right to occupy the same and second party shall not make any objection/oppose in any manner with regard to that piece of land and will rather cooperate in getting possession of same to 1st party. The original registry document of the said land is with I.O in the case FIR No. 632/13. The second party has no objection of the same if original given to the 1st party.

5. That both the parties do not want to proceed further against each other as all their disputes, grudges and differences have already been sorted out amicably out of court. Hence, further no cause of action survives in this matter.

6. That now with the intervention of family friends, well wishers and senior citizen of the locality, both the parties

have reached to an amicable settlement on their own accord, free will and consent without any pressure and coercion. Now there is no other disputes or grievances remained between the parties, as all the disputes have been sorted out.

7. That if any party fails to comply the terms and conditions of this compromise deed then other party have right to take appropriate and necessary legal action against the party in fault as per law.”

4. Mr. Sumit Chaudhary, learned counsel appearing on behalf of the petitioners states that in pursuance to the said Compromise Deed dated 13th May, 2014, a sum of Rs. 10 lakhs has already been paid to the respondent nos. 2 and 3 herein at the time of execution of the said Compromise Deed. The receipt thereof is annexed to the present writ petition as Annexure ‘C’. The said position is not refuted by the respondent nos. 2 and 3 herein.

5. Respondent No.3/complainant- Sangam Tripathi as well as respondent no. 2- Smt. Meena Gupta, who are present in Court today and has been identified by the Investigating Officer in the subject FIR namely SI Kulvir Singh, Police Station- Shahbad Dairy, Delhi as well as their respective counsel, state that in view of the amicable resolution of the dispute as afore-stated, they are no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

6. 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 disputes. [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 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 13th May, 2014, 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, the FIR No. 632/2013, under Section 420 IPC registered at Police Station- Shahbad Dairy, Delhi and the proceedings arising are hereby set aside and quashed *qua* the petitioners subject to their depositing a sum of Rs. 10,000/- each with the Victims' Compensation Fund within a period of two weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

FEBRUARY 15, 2016
sd

