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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 3385/2019

MANTOSH SHARMA & ORS.

..... Petitioner

Through: Mr.Abhijat, Advocate with Petitioners
No.1 to 5 in person. Petitioner No.6
has already expired on 23.6.2011.

versus

STATE & ORS.

..... Respondents

Through: Mr.Kewal Singh Ahuja, APP for State
With SI Yogesh, PS Ashok Vihar
Ms.Seema Gola, Advocate for R-2
and 3 with respondents No.2 and 3 in
person.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

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10.01.2020

Crl.M.A. No. 423/2020 (for early hearing)

The matter is fixed for 24.3.2020 and taken up on an application filed on behalf of the petitioners seeking an early hearing submitting to the effect that the respondent No.2 would be unable to put in appearance on the date 24.3.2020 in as much as he is a teacher in a Primary School at P.S. Kakrahi, District Siddharth Nagar there will be examinations in the school.

In the interest of justice, the application seeking early hearing is allowed and the matter is taken up for consideration.

The application is disposed of.

Crl.M.C. No. 3385/2019 and Crl.M.A. No. 31081/2019

Vide the present petition, the petitioners have sought the quashing of the FIR 90/2009, PS Ashok Vihar under Sections 146/147/148/324/427/34 Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the petitioners and the respondents No.2 and 3 at the Delhi Mediation Centre, Rohini Courts on 27.11.2018 copy of which is EX.CW-2/C and all the disputes between the parties have been amicably settled and no useful purpose would be served by the continuation of the proceedings in the said FIR in question.

On behalf of the State it has been submitted that the conduct of the petitioners needs to be taken into account as averred in the FIR. The FIR itself indicates that the petitioners and the respondents No. 2 and 3 were students of the same college at the time of the incident in the year 2009 with the incident having occurred on 19.2.2009. Apparently, more than 10 years from the said date of the incident have elapsed. The respondents No.2 and 3 have both categorically stated to the effect that they have arrived at a settlement on 27.11.2018 with the petitioners voluntarily of their own accord without any duress, pressure or coercion from any quarter and as per the Mediation Proceedings dated 27.11.2018 they are now on friendly terms and want to put an end to the litigation. To similar effect is the statement that has been made categorically by the respondent No.3 today to the effect that the incident took place at the time when they were in college and they have since grown up now. All claims between the petitioners and the respondents No.2 and 3 are stated to have been settled as testified by the respondents No.2 and 3 in as much as the settlement sum of Rs.1,00,000/- has already been paid to the injured Ravinder Nagar, the respondent No.2, as testified by

him and as also testified by the respondent No.3 the said amount was to be paid to the respondent No.2. during the course of the proceedings on 8.1.2020, Time had been sought on behalf of the petitioners for the payment of the balance sum of Rs.50,000/- which had to be paid at the time of the quashing of the FIR qua which it has been submitted now on behalf of the petitioners that the entire sum has been paid as has also been so stated by Ravinder Nagar, the respondent No.2.

It is informed on behalf of the State that apart from the present FIR in question in which the petitioners have been arrayed as accused there are no previous antecedents against the petitioners.

Taking the totality of the circumstances into account, the number of years that have elapsed from the date of incident till now and the statement made by the respondents No.2 and 3 that from the date of the incident till now there have been no problems between the petitioners and the respondents, it is considered appropriate for maintenance of peace and harmony between the parties that a quietus is put qua the proceedings against the petitioners No.1 to 5 namely, Mantosh Sharma, Ram Chandra Sharma, Deepak Sharma, Ashish Sharma, Anil Kumar qua the FIR 90/2009, PS Ashok Vihar under Sections 146/147/148/324/427/34 Indian Penal Code, 1860, which are thus quashed.

The date 24.3.2020 stands cancelled.

The petition is disposed of.

ANU MALHOTRA, J

JANUARY 10, 2020/sv

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MANTOSH SHARMA & ORS. V. THE STATE & ORS.

CW-1 SI YOGESH PS ASHOK VIHAR

ON S.A.

I identify the petitioners No. 1 to 5, namely, Mantosh Sharma, Ram Chandra Sharma, Deepak Sharma, Ashish Sharma, Anil Kumar as being the accused arrayed in the FIR No. 90/2009 PS Ashok Vihar, under Sections 146/147/148/324/427/34 of the Indian Penal Code, 1860. The other co-accused Suraj Kasana has since expired on 23.6.2011. I also identify the respondents No.2 and 3 as being the injured in the present case.

ANU MALHOTRA, J.

RO & AC

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MANTOSH SHARMA & ORS. V. THE STATE & ORS.

**CW-2 RAVINDER NAGAR S/O SUBHASH CHAND NAGAR R/O 231,
VILLAGE RAMPURA DELHI
ON S.A.**

I have brought my original proof of identity i.e. Aadhar Card, photocopy of which is Ex.CW-2/A.

My affidavit annexed to the petition bears my signatures at points A & B on EX.CW-2/B. The settlement agreement dated 27.11.2018 arrived at the Delhi Mediation Centre, Rohini Courts, bears my signatures as visible at points A on Ex.CW-2/C. I have signed these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter. In view of the settlement arrived at between me and the petitioners I do not oppose the prayer made by the petitioners seeking quashing of the FIR No. 90/2009 PS Ashok Vihar, under Sections 146/147/148/324/427/34 of the Indian Penal Code, 1860 nor do I want the petitioners to be punished in relation thereto. The petitioner No.6 has already since expired. In as much as the incident related to a quarrel during our college days and we have all grown up and after the registration of the FIR there have been no problems from the petitioners and I do not oppose the prayer made by the petitioners in terms of the settlement. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter. In terms of the settlement arrived at between me and the petitioners, a total sum of Rs,1,00,000/- had been agreed to be paid to me for my injuries which sum has since been received by me.

I have done B.Ed. and work as a teacher and understand the implications of making the statement made by me. I have made my statement voluntarily of her my accord without any duress, pressure or coercion from any quarter

ANU MALHOTRA, J.

RO & AC

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10.01.2020

MANTOSH SHARMA & ORS. V. THE STATE & ORS.

**CW-3 VARUN SETH S/O VINAY KUMAR SETH R/O C-106,
SADBHAWANA SOCIETY PHASE-4 ASHOK VIHAR, AGED 31
YEARS
ON S.A.**

I have brought my original proof of identity i.e. Aadhar Card, photocopy of which is Ex.CW-3/A.

My affidavit annexed to the petition bears my signatures at points A & B on EX.CW-3/B. The settlement agreement dated 27.11.2018 arrived at the Delhi Mediation Centre, Rohini Courts, bears my signatures as visible at point B on Ex.CW-2/C. I have signed these documents voluntarily of my own accord without any duress, pressure or coercion from any quarter. In view of the settlement arrived at between me and the petitioners I do not oppose the prayer made by the petitioners seeking quashing of the FIR No. 90/2009 PS Ashok Vihar, under Sections 146/147/148/324/427/34 of the Indian Penal Code, 1860 nor do I want the petitioners No.1 to 5 to be punished in relation thereto. The petitioner No.6 has already since expired. In as much as the incident related to a quarrel during our college days and we have all grown up and after the registration of the FIR there been have no problems from the petitioners and I do not oppose the prayer made by the petitioners in terms of the settlement. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter. In terms of the settlement arrived at between me and the petitioners, a total sum of Rs.1,00,000/- had been agreed to be paid to the other injured arrayed as

respondent No.2.

I have done B.Com and I work as a senior Manager in an MNC and understand the implications of making the statement made by me. I have made my statement voluntarily of my own accord without any duress, pressure or coercion from any quarter

ANU MALHOTRA, J.

RO & AC