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

+ CRL.M.C. 6775/2022

SANJAY

..... Petitioner

Through: Ms.Tanya Agrawal, Mr.Ajay Singh
and Mr.Kamlesh Kumar Mishra,
Advocates with petitioner in person.

versus

STATE AND ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
ASI Manvir Singh, PS Gokalpuri
Mr.Zeeshan Diwan, Adv. (DHCLSC)
with Mr.Rishabh Tehlan, Advocate
for R-2 with respondent no.2 in
person.

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+ CRL.M.C. 74/2023, CRL.M.A. 263/2023

BIJENDER

..... Petitioner

Through: Mr.Zeeshan Diwan, Adv. (DHCLSC)
with Mr.Rishabh Tehlan, Advocate
with petitioner in person.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state with
Mr.Dipanshu Meena, Advocate
ASI Manvir Singh, PS Gokalpuri
Ms.Tanya Agrawal, Mr.Ajay Singh and
Mr.Kamlesh Kumar Mishra, Advocates for
R-2 with respondent no.2 in person.

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Date of Decision: 02.05.2023

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CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. These are two petitions seeking quashing of cross FIR No. 609/2017 registered under sections 308/34 IPC and FIR No. 608/2017 registered under section 308, IPC. FIR No. 609/2017 was lodged on the complaint of respondent No. 2 in CRL.M.C. 6775/2022 namely Bijender and FIR No. 608/2017 was lodged on the complaint of respondent No. 2 in CRL.M.C. 74/2023 namely Sanjay. Both the FIRs were lodged on 20.10.2017 at PS Gokalpuri.
2. As per both FIRs the dispute arose due to bursting of crackers on Diwali which led to an altercation between the parties. Both the petitioners namely Sanjay and Bijender are labourers and had levelled counter allegations of hitting each other with a lathi.
3. Ld. Counsel submits that the petitioners are neighbours residing in the slums at Sanjay Colony in Gokalpuri and belong to economically weaker strata of society. Ld. counsel submits that while the proceedings were underway, with the intervention of well-wishers and family members, both the parties amicably settled all their disputes vide MoU dated 21.09.2022 on the following terms and conditions:

"AND WHEREAS both the parties have compromised the matter with the intervention of respectable persons and both the parties have settled all their disputes which arisen between them amicably with their own free will, without any undue pressure, force. coercion.





AND WHEREAS both the parties undertakes not to interfere in the peaceful life of each other.

As per the compromise the first party will assist the second party in quashing/compounding the above said FIR No. 609/2017, u/s 308/323/341/34 IPC at P.S. Gokul Puri, Delhi.

As per the compromise the Second party will assist the first party in quashing/compounding the above said FIR No. 608/2017, U/S 308 IPC at P.S. Gokul Puri, Delhi at P.S. Gokul Puri, Delhi.

WHEREAS both the parties upon satisfaction of aforementioned terms shall have no further claims whatsoever against each other from this day onwards and terms of the aforementioned deed is binding upon them and also both the parties further undertakes that they will not violate the conditions of the compromise and settlement deed executed by them.

WHEREAS both the parties aver that the aforesaid statements and contents are true to their knowledge and nothing material is concealed there from and there is no collusion whatsoever between the parties and the present compromise and settlement deed has been executed with free will and consent and without any coercion, undue duress, influence or threat from any body and without being influenced by each other.”

4. The parties are present in person and have been duly identified by the IO. The parties state that the present dispute arose out of a misunderstanding over the issue of bursting crackers on the day of Diwali which eventually led to an altercation. The parties state that they have amicably settled all their disputes and grievances vide MoU dated 21.09.2022 and do not wish to pursue the present complaints any further. The parties state that they are neighbours to each other





and resolve to live peacefully in the future. The parties state that they have no objection if the present FIRs and all other proceedings emanating therefrom are quashed. The parties state that they are making the statement voluntarily against all claims (past, present and future) without any fear, force, undue influence or coercion. An affidavit of no objection has also been filed on behalf of both the complainants along with the present petitions.

5. Learned Addl. P.P. for the State submits that in the present matter the injuries sustained were simple in nature. Ld. APP submits that as per the Investigating Officer, there is no other dispute between the parties. It has been further submitted that the petitioners do not have any past criminal antecedents.
6. I have considered the submissions. The parties are neighbours. The incident happened on the day of Diwali. The injuries were stated to be simple in nature. Since the dispute between the parties is predominantly private in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement.
7. Taking into account the totality of facts and circumstances, the case FIR No. 609/2017 registered under sections 308/34 IPC in CRL.M.C. 6775/2022 and FIR No. 608/2017 registered under section 308, IPC in CRL.M.C. 74/2023, both dated 20.10.2017 and registered at PS



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Gokalpuri and all other proceedings emanating therefrom are quashed.

8. Accordingly, the present petitions along with pending application stand disposed of.

DINESH KUMAR SHARMA, J

MAY 2, 2023

rb..



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