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

+ **W.P.(CRL) 677/2022**

TANSUKH & ANR.

..... Petitioners

Through: Mr.Raj Kumar and Mr.Parmanand,
Advocates

versus

STATE & ORS.

..... Respondents

Through: Mr.Anand V.Khatri, ASC (Crl.) for
the state.
Mr.Sarvesh Chowdhry,
Mr.R.K.Pandey, Mr.Kshitij Singh,
Mr.Jyotirmay Vasisht, Mr.Yash
Basoya, Advocates for respondents
no.2 to 5 along respondents no.2 to 5
in person.

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Date of Decision: 05.01.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. This is a petition for quashing FIR No.0178/2019 under Section 448 IPC PS Jyoti Nagar.
2. The FIR was registered was lodged on the statement Karan Singh s/o Late Sh. Kale against the petitioner alleging that the petitioners had trespassed on the property of the complainant. It was further alleged that the petitioners dumped certain building material in order to raise illegal construction over the property of the complainant. Since the

police did not take any action, late Sh.Karan Singh filed private complaint before the court, in which pursuant to the order of the court FIR no.178/2019 under Section 448 IPC was lodged.

3. Now the parties have entered into a settlement. The MOU dated 15.03.2022 has been placed on record. It has been inter alia agreed between the parties:

“5. That as of present circumstances, both the parties undertook to live cordially, friendly, peacefully and usually as their usual neighbours/member of the village/locality and the first party does not want to pursue the case against the second party.

That in view of facts and circumstances the sons and LRs of complainant / First Party and accused are agreed to file petition for quashing the said FIR/criminal proceedings before the appropriate court and for this purpose, first party agreed and undertook to give their statement as required for quashing of the said FIR/Criminal Proceedings. The first party is agreed to cooperate with quashing of said FIR/Criminal Proceedings. That with this settlement there remains no dispute, grievances or grouse between the parties and no ill-will between them.

That the parties have entered into this MEMORANDUM OF UNDERSTANDING with mutual consent, without coercion or influence from any corner and through this MOU the LRs of complainant / First Party will not have any interest, title and rights in the suit property / plot bearing No. 344, Revenue Estate of Village Saboli, Distt. Shahdara, Delhi and the Second Party / Deep Chand will be entitled for rights, title and interest in the suit property / land bearing no. 344, Revenue Estate of Village Saboli, Distt.Shahdara, Delhi.”

4. The respondents are present in court in person. They have stated that they have entered into a settlement at their own free will, without any fear, force or coercion.

5. The charge sheet has yet not been filed. IO has duly identified the parties.
6. It has been repeatedly been held by the Hon'ble Supreme Court and this court that if the dispute between the parties is private in nature, there should be an encourage of settlement. In such cases settlement between parties would resolve a private dispute.
7. In this case, the parties have entered into a settlement amicably. There is no element of fear, force or coercion. This court considers that the parties should be given an opportunity to put a quietus to their dispute.
8. In view of the above, FIR No.0178/2019 under Section 448 IPC PS Jyoti Nagar along with other proceedings emanating therefrom are quashed. However, the petitioners are burdened with cost of Rs.10,000/- each to be deposited with the Employees Welfare Fund, Delhi High Court within one month.
9. The petition stands disposed of.

DINESH KUMAR SHARMA, J

JANUARY 05, 2023

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