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

+ **CRL.M.C. 1808/2022**

ANUP KUMAR @ ANOOP & ORS.

..... Petitioners

Through: Mr. Vikas Bidhuri, Mr. Punit Bidhuri
and Mr. Puneet Bidhuri, Advs.

versus

STATE & ANR.

..... Respondents

Through: Mr. Amit Sahni, APP and SI Rakesh
Kumar, PS Fatehpur Beri.
Mr. Yogesh Kumar and Mr. Sunny
Bansal, Advs. for R-2.

+ **CRL.M.C. 1809/2022**

KARAMVIR SINGH

..... Petitioner

Through: Mr. Yogesh Kumar and Mr. Sunny
Bansal, Advs.

versus

STATE & ANR.

..... Respondent

Through: Mr. Amit Sahni, APP and SI Rakesh
Kumar, PS Fatehpur Beri.
Mr. Vikas Bidhuri, Mr. Punit Bidhuri
and Mr. Puneet Bidhuri, Advs. for R-
2.

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Date of Decision: 11.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

CRL.M.C. 1808/2022 & CRL.M.C. 1809/2022

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J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petitions have been filed under section 482 Cr.P.C seeking quashing of case FIR No. 220/2018 registered at PS Fatehpur Beri, under Sections 308/341/506/34 IPC in CRL.M.C 1808/2022 and FIR No. 221/201 registered at PS Fatehpur Beri under Sections 308/341/506/34 IPC in CRL.M.C 1809/2022
2. Facts, in brief are that, the parties are neighbors, living in close vicinity of each other. Certain disputes arose between the parties and owing to those dispute the parties lodged the present Cross-FIRs against each other.
3. Learned counsel submitted that the present FIR No. 220/2018 was lodged on the statement of respondent No.2 alleging therein that on 14.06.2018 while he was going towards his house, the petitioner blocked his way and threatened him that if his father and complainant gave surety of bail for his uncle, they will kill the complainant. The complainant tried to avoid them however allegedly accused Ramu assaulted him with an Iron rod like weapon. Accused Shyam was carrying a Danda and they allegedly gave beatings with a fist also.
4. Similarly in FIR No. 221/2018, it has been alleged by respondent No.2 on 14.06.2018 that while on his way to buy some goods, he got into an altercation with the petitioner, subsequently other accused were called, and they allegedly assaulted him and hit him with a brick on the head.



5. After the investigation the charge-sheet was filed in both the matters.
6. However, the parties have entered into a settlement vide Settlement Deed dated on 02.03.2023 on the following terms and conditions:

“WHEREAS on the Complaint of the first Part of the First Party a case vide FIR NO. 220/2018 under Section 308/341/506/34 IPC was registered in PS FATEHPUR PURI against the Second Party. Now the Abovesaid case is Pending before Concerned Court at Saket Courts, New Delhi.

AND WHEREAS during the proceedings and Since Both the Parties are from Same village and know each other since birth, both the parties have agreed to settle the matter in order to prevent any acrimony amongst them due to intervention of the elders, friends and well-wishers of the parties and therefore Both the Parties have agreed to enter into this Memorandum of Compromise.

NOW THEREFORE THE BOTH THE PARTIES HAVE AGREED TO ENTER IN THIS MEMORANDUM OF COMPROMISE SO THAT BOTH PARTIES SHALL REMAIN IN PEACE. THE FIRST PARTY HAS AGREED TO GIVE THEIR STATEMENT IN THE COURT IN THE ABOVE NOTED MATTER WITHOUT ANY PRESSURE, THREAT OR COERCION FROM ANY CORNER

Whereas, the parties have gone through the terms herein recorded and have confirmed and verified the same to be correct and that they are going to sign it without any threat, pressure, coercion or undue influence from any quarter. Both the sides undertake to abide by these terms



and conditions mentioned hereinabove.”

7. I have interacted with the complainant who is present in Court and has duly been identified by the Investigating Officer. He has stated that he has arrived at the compromise voluntarily, out of his own free will, without any fear, force or coercion. Further, he states that he has no objection if the present FIR and the proceedings emanating therefrom are quashed.
8. The Investigating Officer states that there is no other case pending against the parties. The Investigating Officer also states that he has not received any other complaint against the parties.
9. The scope of powers conferred under Section 482 Cr.P.C. though wide but has to be exercised with circumspection. Such power has to be exercised in accord with the guidelines engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement may invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law, reliance has been placed upon *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179, *Gian Singh v. State of Punjab*, (2012) 10 SCC 303.
10. In the present case, both parties are neighbours and live in the same vicinity and have undertaken to maintain peace and harmony. In my considered opinion, it is in the interest of social harmony that they are



given a chance to adhere to the settlement, which has been entered into between the parties out of their own free will.

11. Taking into account the totality of facts and circumstances and the fact that the parties are neighbours and have amicably decided to settle the matter, the case FIR No. 220/2018 and 221/2018 under Sections 308/341/506/34 IPC registered at PS Fatehpur Beri, New Delhi and all the criminal proceedings emanating, therefore, are quashed.
12. However, both the parties are directed to plant 500 trees each within their vicinity within a period of one month and shall furnish a certificate from the SDM of the concerned area. The concerned Horticulture Officer is directed to ensure the plantation of trees and its proper care.

DINESH KUMAR SHARMA, J

JULY 11, 2023/AR

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