

\$~54

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

+ CRL.M.C. 3730/2023 & CRL.M.A. 14101/2023

CHANDER SHEKHAR & ORS. Petitioners

Through: Ms. Shikhaa Kapoor, Advocate with
petitioners.

versus

STATE THROUGH SHO & ANR. Respondents

Through: Mr. Hemant Mehla, APP for State
with Mr. Dipanshu Meena, Advocate
and ASI Raj Kumar and SI Anoop
Rana, PS Bindapur.

%

Date of Decision: 23.05.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 14102/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 3730/2023

1. The present petition has been filed seeking the quashing of case FIR No. N0.325/2016 under Section 323/325/452/354B/506/509/34 IPC registered at P.S. Bindapur.
2. Learned counsel for the petitioner submits that the present FIR was lodged on the statement of respondent no.2 alleging that petitioners entered

CRL.M.C. 3730/2023

Page 1 of 5

the house of the complainant/ respondent no. 2 and physically assaulted and give beatings to respondent no.2 and her family members. He submits that in fact, the petitioner herein had previously filed various complaints against respondent no. 2 and was also summoned for the offence punishable under Section 354 IPC. However, it has been submitted that during the pendency of this petition, the matter was referred to the mediation centre and at the mediation centre the parties entered into a memorandum of understanding dated 28.03.2018 on the following terms and conditions:

“1. That it has been agreed between the parties to this MOU that first party (jointly & severally) will pay a sum of Rs. 30,000 /- (thirty thousand) to the second party as full and final settlement, and the payment of Rs.30,000/- will paid to the second party in three equal installments of Rs. 10,000/- each.

2. That it has been agreed between the parties to this MOU that first installment of Rs. 10,000/- shall be paid to second party by the first party before the court of sh. Kishore Kumar Ld. MM at the time of the recording of withdrawal statement in the complaint case nos. 5004029 / 2016 & 5004030/2016.

3. That it has been agreed between the parties to this MOU that second installment of Rs. 10,000/- shall be paid to second party by the first party before the court of Ld. MM (Mahila Court), Delhi at the time of the recording of

statement of the parties in the case FIR bearing no. 325/2016 under section 323/325/452/354-B/506/509/34 IPC P.S. Bindapur.

4. That it has been agreed between the parties to this MOU that third installment of Rs. 10,000 /- shall be paid to second party by the first party before the Hon'ble High Court at the time of the Quashing of FIR bearing no. 325/2016 under section 323/325/452/354-B/506/509/34 IPC P.S. Bindapur.

5. That it has been agreed between the parties to this MOU that Smt. Rekha Devi & Geeta Devi i.e. part of the first party will withdraw the criminal complaint bearing nos. 5004029/2016 & 5004030/2016 pending before the court of Sh. Kishore Kumar, Ld. MM, Dwarka Court, Delhi.

6. That it has been agreed between the parties to this MOU that the first party will file a quashing petition before Hon'ble High Court for the quashing the FIR bearing No. 0325/2016, U/s 323/325/452/354-B/506/509/34 IPC, P.S. Bindapur and Ms. i.e. Second Part of the second party agreed that she will extend her full cooperation in quashing of FIR in question.

7. That in case if first party and second party will raise any objection with regard to contents and settlement of the

present MOU, the objection and claim raised by the first party and second party shall be deemed to ab-initio null and avoid having no force in it.

8. That both the parties undertake that they shall not file any complaint / civil Suit against each other in future regarding the issue in question and the complaint/ suit filed by both the parties against each other shall be stands withdrawn before the competent/ concerned authorities and no action is either required or shall be taken in the matter. However, for the sake of all fairness the complaints/Suit filed by both the parties against each other shall be withdrawn by the respective parties within a reasonable time.

9. That the aforesaid MOU is being executed by the parties of their own accord, free will and consent and without any force, fraud, fear, pressure, coercion or undue influence in any manner whatsoever.

10. That this deed will be binding on the both parties as well as their respective LRs, assignees etc. Whosoever on their behalf.”

3. It has been submitted that pursuant to the settlement the complaint case bearing no. CC 5004030/2016 titled *Geeta Devi Vs. Prince* already stands withdrawn on 28.03.2018.

4. The parties are present in court and have duly been identified by the

IO. They state that they have sorted out their all disputes and differences with the intervention of a learned Mediator. They state that no grudge or grievance is left against each other and therefore they request that the present FIR be quashed.

5. In view of the amicable settlement and my interaction with the parties, I consider that the ends of justice would be met if the FIR under reference is quashed.

6. Accordingly, FIR No. N0.325/2016 under Section 323/325/452/354B/506/ 509/34 IPC registered at P.S. Bindapur and all the other proceedings emanating therefrom are quashed.

7. The petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

MAY 23, 2023/AR

न्यायमेव जयते