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

+ CRL.M.C. 2664/2022

61 SMT HARMEET KAUR AND ANR Petitioners

Through: Ms. Goldy Goyal and Mr. Harsh Gupta, Advs.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR

..... Respondents

Through: Mr. Hemant Mehla, APP for State and ASI Mushtaq Masih, PS Khyala Delhi.

Mr. Yogendra Kumar Verma and Ms. Jyoti Verma, Advs. for R-2.

+ CRL.M.C. 2671/2022

62 SMT KOSHALYA DEVI AND ORS Petitioners

Through: Mr. Yogendra Kumar Verma and Ms. Jyoti Verma, Advs. with petitioners

versus

THE STATE GOVT OF NCT OF DELHI AND ANR

..... Respondents

Through: Mr. Hemant Mehla, APP for State and ASI Mushtaq Masih, PS Khyala Delhi.

Ms. Goldy Goyal and Mr. Harsh Gupta, Advs. for R-2.

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Date of Decision: 29.05.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

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J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 15021/2023 in CRL.M.C. 2664/2022

Exemption allowed subject to just exceptions.

CRL.M.A. 15020/2023 in CRL.M.C. 2664/2022

CRL.M.A. 14940/2023 in CRL.M.C. 2671/2022

1. Learned counsel for the parties submit that the order dated 27.04.2023 seems to have been passed inadvertently.
2. Learned counsel for the petitioner submits that in fact the quashing petitions were filed on the basis of settlement.
3. Both the counsels state at bar that no such statement for withdrawal was made.
4. In view of the submissions made by the learned counsels at the bar, the petitions are restored to its original number.
5. Both the applications stand disposed of.

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6. Present Petitions have been filed under section 482 Cr.P.C seeking quashing of FIR no. 529/2021 dated 15.06.2021 registered under sections 323/451/354/354B/34 IPC at PS Khayala and FIR no. 528/2021 dated 15.06.2021 registered under sections 323/354/354A/354B/506/509/34 IPC at PS Khayala.
7. Briefly stated facts of the case are that The FIR No. 529/2021 under Sections 323/451/354/354(B)/34 IPC registered at PS Khyala was registered

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on the statement of respondent no.2 in CRL.M.C. 2664/2022 and FIR No. 528/2021 under Sections 323/354/354(A)/354(B)/506/509/34 IPC registered at PS Khayala on the statement of respondent no.2 in CRL.M.C. 2671/2022. the present FIRs were an outcome of a landlord-tenant dispute which has now been amicably settled.

8. The parties are present and submit that they have settled the disputes between themselves amicably out of their own free will without any fear, force or coercion.

9. It is further submitted that in fact the compromise deed has already been executed on 02.03.2022.

10. The terms of the Compromise Deed/Settlement Agreement are as follows :

“1. The First Party agree to pay to the Second Party {Tenant} the sum of Rs. 3,00,000/- (Rupees Three Lakhs) as an all-inclusive settlement payment for any and all Claims ('settlement payment'). It is agreed between the First Party and Second Part (Tenant) that First Party shall pay this sum of Rs. 3,00,000/- (Rupees Three Lakhs) to be paid by way of Cash/Demand Draft on the day of passing of final order by the Hon'ble High Court of Delhi in the quashing petition.

2. The Second Party {Tenant} agree to completely vacate the property situated at WZ-283/123, Maddi Wali Gali, Gali No. 4, Vishnu Garden, New Delhi-110018, which shall include the removal of all



furniture and personal things that belong to the Second Party (Tenant), on the day of passing of final order by the Hon'ble High Court of Delhi in the quashing petition.

3. The Second Party (Tenant) hereby acknowledges that the Settlement Payment paid to Second Party (tenant) -through this agreement constitutes the full and complete settlement of any and all claims against the First Party persons.

4. Upon payment to Second Party (Tenant) of the settlement Payment, the First Party shall have no further obligation to Second Party (Tenant) in any respect.

5. In effecting this compromise deed, each signatory hereto certifies that he or she has read all the terms of this compromise deed and fully understands it. This compromise deed has been fully negotiated between the First Party and the Second Party."

11. In pursuance to the Settlement Agreement a DD No. 801825 dated 13.03.2023 in the name of Pritam for a sum of Rs. 3,00,000/- (Rupees Three Lacs only) drawn from Kotak Mahindra Bank has been handed over today.

12. It is time and again reiterated by the Apex court and this court that where the dispute is predominantly private in nature and do not have a serious impact on the society and where the court may be of the opinion that

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a settlement between the parties would lead to better relations between them, the court may exercise power under section 482 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.

13. Taking into account the facts and circumstances of the case I consider that there would be no purpose of continuing with the proceedings. The parties have reached at an amicable settlement. In view of the facts and circumstances the case FIR no. 529/2021 dated 15.06.2021 registered under sections 323/451/354/354B/34 IPC at PS Khayala and FIR no. 528/2021 dated 15.06.2021 registered under sections 323/354/354A/354B/506/509/34 IPC at PS Khayala and all the other proceedings emanating therefrom is quashed.

14. The present petition is disposed of.

DINESH KUMAR SHARMA, J

MAY 29, 2023/AR

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