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

+ **W.P.(CRL) 1620/2023**

**GURJINDER SINGH**

..... Petitioner

Through: Mr. Mukesh Kalia, Ms. Kanika  
Vohra, Ms. Devanshi, Advocates.

versus

**THE STATE N.C.T OF DELHI**

..... Respondent

Through: Mr. Yasir Rauf Ansari, ASC  
alongwith Inspector Naveen Kumar,  
P.S. S.P Badli.

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*Date of Decision: 30.05.2023*

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**J U D G M E N T**

**DINESH KUMAR SHARMA, J. (Oral)**

**CRL.M.A. 15093/2023**

Exemption allowed subject to just exceptions.

**W.P.(CRL) 1620/2023**

1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR no. 851/2016 registered under sections 279/506 IPC at PS Samaipur Badli.
2. Briefly stated facts of the case are that the present FIR was lodged on the statement of Respondent no.2/Complainant alleging therein that the petitioner hit the respondent no.2/Complainant from behind with



his car. Petitioner further tried to strangle the complainant. The incident was an outcome of a minor dispute between the Petitioner and Respondent No.2. The chargesheet has been filed in this case.

3. It is submitted that however, the parties have settled the matter amicable among themselves vide settlement deed dated 27.04.2023, and do not have any grievances against each other now. It was a misunderstanding which has now been resolved. The parties have decided to lead their lives respectfully.
4. The settlement deed dated 27.04.2023 is on record and the terms and conditions contained therein are as follows:
  1. That both the parties have agreed to settle the matter amicably as the above-mentioned FIR was registered on account of misunderstanding.
  2. That however both the parties with the intervention of the common persons, family members, and respectable persons of the society, the parties have agreed to settle the matter and the matter has been amicably settled, and thus the first party is left with no grievances against the second party.
  3. That it has been further agreed by both the parties that the first party to this deed shall not file any case in any court of law and not pursue any case filed by the state, petition, review, revision, or any complaint against the second party in any Court/Forum/Police authorities presently and also in future.



4. It has been agreed between the parties that the second party shall pay a total and final settlement amount of Rs. 1,00,000/- (Rupees One Lakh only) to the first party towards the full and final settlement of his claim s (past, present & future) the first party shall not claim anything towards the settling the captioned FIR, or anything on account of legal expenses or expenses of any kind whatsoever against the Second Party after receiving the settled amount.

5. That it has been agreed between the parties that out of the agreed amount of Rs. 1,00,000/- (Rupees One Lakh only), the second party paid a sum of Rs. 50,000/- (Rupees Fifty Thousand only) to the second party by way of DD bearing No . 455828 drawn Union Bank of India, Dated 25/04/2023 at the time of signing of the present MOU/Compromise deed.

6. That it has been further agreed between the parties that a balance of Rs . 50,000/- (Rupees Fifty Thousand only), shall be paid by the second party to First party by way of DD at the time of quashing of FIR bearing No.851/2016 stationed at. S.P. Badli registered U/S 279/506 IPC. That it has also been mutually agreed between both the parties that the first party and the second party shall file a petition before the Hon'ble High Court of Delhi for quashing the above-said FIR and that the first party undertakes to co-operate with the second party at the time of quashing of the above-said FIR before the Hon'ble High Court of Delhi before any Court of law. The first party shall fully cooperate and sign the



legal documents as required for the quashing of the FIR as mentioned above.

7. That the first and second parties have settled all their disputes and differences once for all and now nothing is due between the parties to the deed and this deed will be treated as full and final settlement between the parties for any sort of claim whatsoever, presently as well as in future.

8. That both the parties are entering into the present agreement with their free will and there is no coercion, undue influence or pressure on either of the party from any corner and the same is binding on both the parties and shall be valid in the eyes of law.

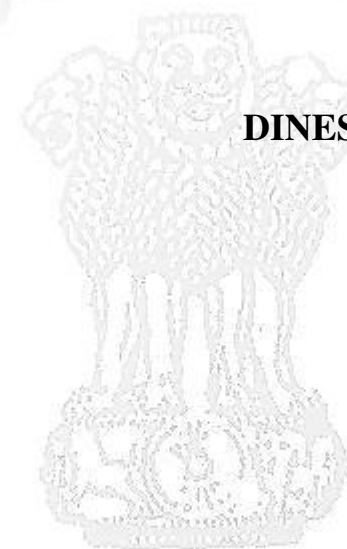
5. The respondent No.2 is appearing through VC. The remaining payment of Rs.50,000/- has been handed over to his SPA holder by DD no.455832 in favour of Anand Kumar drawn on Union Bank of India, dated 08.05.2023.
6. The parties are present and state that they have entered into the settlement voluntarily out of their own free will without any fear force or coercion.
7. The IO has duly identified the parties.
8. It has been repeatedly held by the Hon'ble Supreme Court and this court that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, the court may while taking into consideration the special facts of a case quash the proceedings.



9. This court considers that there would be no purpose of continuing with the trial as the parties have reached on a settlement and have decided to give quietus to the proceedings.
10. Taking into account the totality of facts and circumstances, the case FIR no. 851/2016 registered under sections 279/506 IPC at PS Samaipur Badli and all the proceedings emanating therefrom are quashed.
11. The present petition stands disposed of.

**DINESH KUMAR SHARMA, J**

**MAY 30, 2023/K**



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