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

+ **CRL.M.C. 3714/2022**

MANOHAR LAL & ORS.

..... Petitioners

Through: Mr. Sanyam Tandon, Mr. Mohit Rana, Ms. Anita and Ms. Sandhya Singh, Advs.
Petitioners in person.

versus

STATE & ANR.

..... Respondents

Through: Mr. Amit Sahni, APP and SI Avinash Kumar, PS Jagatpuri.
Mr. Dalvinder Singh, Adv. for R-2 (VC).
R-2 in person.

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Date of Decision: 21.08.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed seeking quashing of case FIR No. 621/2015 under Section 420/468/471/34 IPC registered at PS Jagatpuri, Delhi.
2. Brief Facts, of the present case are that the complainant lodged a complaint, alleging therein that without his consent a joint property

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belonging to his mother (Late Smt. Shanti Devi) was sold by the other legal heirs by forging documents against the property situated in Khureji Khas, Shahdara, Delhi by preparing forged relinquishment deed dt. 18.08.2008 which mentioned only the other legal heirs of Smt. Shanti Devi, excluding the complainant and therefore the present FIR was lodged.

3. Learned Counsel for Respondent no.2 states that Petitioners Manohar Lal, Sunny Chauhan and Jyoti had executed the forged relinquishment deed in favor of Kishan Lal in respect of property bearing No. 35/2 area 100 sq. yards out of Khasra No.3/30, situated in the area of Village Khureji Khas, in the Abadi colony in Radhey Puri Ext. II illaqua Shahdara, Delhi-110051 wherein respondent no.2 was also a co-owner.
4. Learned Counsel for the petitioner submits during the pendency of the proceedings before the learned Trial Court, parties have entered into a settlement deed dated 19.07.2022, since respondent no. 2 has received the payment in terms of the settlement dated and he has no objection if the FIR is quashed, it will be in the interest of justice that the FIR under reference is quashed along with all the proceedings emanating therefrom.
5. The settlement deed dated 03.03.2022 has been placed on record and reads as under:

“1. That as both the parties are the step brothers and sister of each other and after the demise of their father some misunderstanding has been occurred but and now they have ready to settle their disputes, claims,



grievances and differences with each other as love and affection.

2. That the second party has settled all his claims with the First Party in respect of their share at property bearing number H.No. 35/2 area 100 sq. yards out of Khasra No.3/30, situated in the area of Village Khureji Khas, in the abadi of colony as Radhey Puri Ext. II illaqua shahdara, Delhi-110051 with love and affection.

3. That the Second Party shall not pursue the above mentioned FIR and the Second Party shall not filed any complaint case in respect any share of the above mentioned property in any court or any police station.

4. That it is agreed between the parties that both the parties shall file a joint petition for quashing of the FIR/ proceedings bearing No. 621/2015, U/S. 420/468/471/34 IPC before the Hon 'ble High Court of Delhi and at the time of quashing of the FIR the Second Party undertake to appear alongwith his counsel before the Hon 'ble High Court and shall make his statement for quashing of the FIR against the First Party.

5. That after the quashing of FIR both the parties undertake that they shall not file any kind of case against each other and their respective family members i.e. civil and criminal cases and complaints before any Court of law, police station and public authority in any part of India in future in relation to the matters settled in this Deed.

6. That if both the parties has filed any complaint which is not in the knowledge of both the parties in any court of law, police station or any other authority either in Delhi or any Part of India then it shall be deemed to be considered as compromised and withdrawn and shall not have any legal effect.



7. That It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

8. That the above said settlement is arrived at between the parties out of their own free will and consent without any fraud, pressure and coercion and the parties have signed it in my presence.”

6. IO is present in the court today and has duly identified the parties.
7. Section 482 of the Code saves the inherent power of the High Court which it has by virtue of it being a superior court to prevent abuse of the process of any court or to secure the ends of justice. In forming an opinion on whether a criminal proceeding or complaint should be quashed in the exercise of its jurisdiction under Section 482, the Court must evaluate whether the ends of justice would justify the exercise of the inherent power. The decision as to whether a criminal proceeding or FIR should be quashed on the ground that the offender and victim have settled the dispute revolves ultimately on the facts and circumstances of each case. The main aim is to do real, complete and substantial justice.
8. It has repeatedly been held that if the dispute is private in nature and the parties have entered into a settlement and there is a remote or bleak chance of conviction, it is better to put an end to the litigation so as to prevent the abuse of the process of the Court and to secure the ends of justice. Reliance may be placed on ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466 and ***State of M.P. v. Laxmi Narayan***, (2019) 5 SCC 688,



9. The present FIR was lodged on account of alleged cheating by the petitioners with the complainant for feloniously selling the property. Since the dispute is predominantly private in nature and the parties have resolved all the disputes amicably, in my considered opinion it is in the interest of justice if quietus is put to this long dispute.
10. In view of the above, FIR no.109/1999 registered under Section 420/468/471 IPC at PS Karol Bagh and all the other proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

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