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

+ CRL.M.C. 5709/2023

DEEPANSHU & ORS.

..... Petitioners

Through: Mr. Saurabh Sharma, Adv.

versus

THE STATE GOVT. OF NCT OF DLEHI & ORS. Respondents

Through: Ms. Sakshi Sachdeva, Adv.

Mr. Amit Sahni, APP for the State
with Inspector Anand Prakash, SHO
Kanjhawla, SI Nikhil, ASI Ramesh,
HC Pradeep

+ CRL.M.C. 5710/2023

MUKESH KUMAR @ MUKESH CHHIKARA & ORS.... Petitioners

Through: Ms. Sakshi Sachdeva, Adv.

versus

THE STATE, GOVT. OF NCT OF DELHI & ORS. Respondents

Through: Mr. Amit Sahni, APP for the State
with Inspector Anand Prakash, SHO
Kanjhawla, SI Nikhil, ASI Ramesh,
HC Pradeep

Mr. Saurabh Sharma, Adv.

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Date of Decision: 11th August, 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. 21465/2023 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 5709/2023

1. The present petitions have been filed under Section 482 Cr. PC seeking quashing of FIR no. 417/2016 dated 02.10.2016 registered at PS Kanjhawla under Sections 323/341/506/34 IPC in CRL.M.C. 5709/2023 and FIR No. 418/2016 dated 02.10.2016 registered at PS Kanjhawla under Sections 308/323/34 IPC.
2. Facts, in brief are that, the parties are living in close vicinity of each other. Certain disputes arose between the parties and owing to those disputes the parties lodged the present Cross-FIRs against each other.
3. Learned Counsel submitted that the present FIR No. 417/2016 was lodged on the statement of respondent No.2 alleging therein that on 02.10.2016, while he was working in his field, the petitioners forcibly entered it and took his tractor with them when the respondent and his father were attempting to catch them, they intercepted and tried to mount the tractor on them, assaulted them with a danda, and gave beatings to them.
4. Similarly in FIR No. 418/2016, it has been alleged by respondent No.2 that he got into an altercation with the petitioners, subsequently other accused were called, and they allegedly assaulted him and hit him with danda and tried to mount track on respondents.



5. After the investigation the charge-sheet was filed in both the matters under section 323/325/341/506/34 IPC in FIR No. 417/2016 and under section 308/323/325/34 IPC in FIR No. 418/2016.
6. However, both the parties have entered into a settlement vide settlement deed dated 05.07.2023 on the following terms and conditions:

“1. That the Second Party undertakes to offer every possible assistance and cooperation and shall have no objections in getting the subject FIR quashed qua the Parties of the First Part before the Hon’ble High Court of Delhi

2. That the Parties undertake not to file any case/complaint against each other or their respective family members under the present laws or any other law that may be enacted or come into force after entering in to the instant Compromise Deed, with regard to the present dispute.

3. That the parties undertake and agree that they shall neither take any action detrimental to interests or derogatory LO the other Parties or their families.

4. That it is further agreed between the Parties that they would comply with the terms and conditions of this present Compromise Deed in the words and spirit or the document. The Parties or the Second Part shall fully cooperate with Parties of the First Part and shall sign all papers that are required as per law and Parties shall present themselves in all Courts and Offices, wherever their presence is required or is mandatory for effectuating the terms of this Compromise Deed.

5. That the Parties have entered into the present compromise deed out of their sweet will and without any undue pressure and coercion from any corner.”



7. It has been stated that one of the accused namely Yashveer @ Kala has expired in FIR No.417/2016 and the accused namely Satwant Singh @Sandeep has expired in FIR No. 418/2016.
8. I have interacted with the complainants who are present in Court and have duly been identified by the Investigating Officer. The complainants stated that they have arrived at the compromise voluntarily, out of their own free will, without any fear, force or coercion. Further, they state that they have no objection if the present FIR and the proceedings emanating therefrom are quashed.
9. It has also come to notice that Nirmala Devi had suffered grievous injuries, therefore offence under Section 308 IPC was attributed as they were assaulted with Danda. As per MLC there was swelling and tenderness on the left leg. It seems that the incident had occurred at the spur of the moment, and it was not a pre-meditated assault. It is also a matter of debate that whether Section 308 IPC will actually be attributed or not in view of the nature of injuries.
10. It has repeatedly been held by this court and the Hon'ble Supreme Court that if there is a trivial dispute between the parties and they have settled the matter amicably, it is desirable to put a quietus to the matter in dispute. It has also been held that merely because the FIR is registered under Section 308 IPC, it would not debar the court from quashing the FIR. The court has to look at the nature of injuries and all the attendant circumstances. Reliance can be placed on ***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.

11. Now since both the parties 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.
12. Taking into account the totality of facts and circumstances and the fact that the parties have amicably decided to settle the matter, the case FIR no. 417/2016 registered at PS Kanjhawla under Sections 323/325/341/506/34 IPC and FIR No. 418/2016 registered at PS Kanjhawla under Sections 308/323/325/34 IPC and all the criminal proceedings emanating, therefore, are quashed.

DINESH KUMAR SHARMA, J

AUGUST 11, 2023

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