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

+ CRL.M.C. 5742/2023

VIKASH CHOUDHARY & ANR. Petitioners

Through: Mr.Nagendra Kasana, Adv.

versus

STATE & ANR. Respondent

Through: Mr. Digam Singh Dagar, APP for the
State with SI Mukesh Kumar, PS V.
K North

Ms. Palak Munjal, Adv for R-2

+ CRL.M.C. 4075/2022

SHIV KUMAR Petitioner

Through: Mr. R. S.Mishra, Ms. Deepti Mishra,
Mr. Anand Mishra, Adv.

versus

THE STATE (GNCT OF DELHI) AND ANR. Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Mukesh Kumar, PS V.
K North

Ms. Palak Munjal, Adv for R-2

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Date of Decision: 21st August, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

CRL.M.C. 5742/2023 & CRL.M.C. 4075/2022

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J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 21637/2023 (Exemption) in CRL.M.C. 5742/2023

Exemption is allowed subject to all just exceptions.

CRL.M.C. 5742/2023 and CRL.M.C. 4075/2022

1. The present petitions have been filed under Section 482 Cr. PC seeking quashing of FIR No. 530/2018 under section 308/341/506/34 registered at PS Vasant Kunj.
2. Briefly stated, the present FIR was lodged by respondent No.2 alleging therein that he was doing the business of dairy farming and selling milk. On 09.10.2018, around 1:32 am, the complainant went to meet Piyush @ Maunki, a boy from his village at Hotel Blue Eyes Bar Pub near Paradise Hotel Mahipalpur, New Delhi. The complainant was talking with Piyush at the main gate of the club when a person in the name of Shiv Kumar who was the owner of the bar, came out and started abusing him and told him why he had come there. The complainant requested him not to abuse him as he had come to meet Piyush, then Shiv Kumar who is the owner of said club, whose name he came to know later on, suddenly attacked him on his head along with his associates whose names are Vicky and Vipin. Since the sudden attack upon him, the complainant had fallen down after that they along with other associates also attacked him again with a lathi



and road. When the complainant tried to flee, they caught him and put off his clothes which had already been torn in the quarrel. They dragged the complainant on the road in the naked position and they continued beating him till he became unconscious due to which he sustained grievous and dangerous injuries on his body i.e. hands, legs, and chest He also alleged that some days back a quarrel also took place with the aforesaid persons on the same place but later same was compromised amicably. When he reached at Club at about 1:30 a.m., the club was open and the above persons attacked him with the plan and attempted to kill the complainant. Based on these complaints, the present FIR was registered and the matter is pending adjudication before the Learned MM, KKD Courts, Delhi.

3. Learned counsel for the petitioners submits that during the pendency of proceedings, the parties have amicably resolved all their disputes with the help and intervention of well-wishers and common friends vide settlement agreement dated 01.08.2023 on the following terms and conditions:

“1. It has been agreed between the parties that the first party shall facilitate the second party in getting the FIR No. 530/2018 P.S. Vasant Kunj North U/s. 308/341/506/34 of IPC registered against second party quashed before the Hon'ble High Court of Delhi and the first party shall make statement and sign all the documents for no objection if the said FIR is quashed.

2.It has been agreed that the petition for quashing of FIR No.530/2018 shall be filed by the second party before the Hon'ble



High Court of Delhi and the required affidavit/NOC and any other documents shall be signed by the first party prior to the next date of hearing i.e. 05.08.2023 in the case FIR No. 530/2018 pending before Ms Aparna Swami, ASJ, Patiala House Court, New Delhi

and in the August, 2023 the second party shall get the FIR No. 530/2018 quashed and the first party shall appear before the Hon'ble High Court and make his statement with regard to his no objection if the FIR No.530/2018 is quashed against the second party.

3. The first and second party undertakes not to interfere in each other's life and all the grievances of the parties against each other have been settled/resolved amicably, therefore, both the parties do not want to proceed against each other in their respective cases/FIRs.

4. That the contents of this memorandum have been read over and explained to both the party in vernacular and after understanding the terms and conditions we have put our signature/thumb impression in the presence of witnesses.

5. Both the parties shall abide by the aforesaid terms and conditions and undertake to fulfill their part in true letter and spirit.

6. Both the parties have arrived at the aforesaid settlement out of their own free will, voluntarily and without pressure, undue influence, duress, and coercion of any nature from any quarter whatsoever.

7. Whereas the parties have endorsed their respective hands on this Deed of Settlement in the presence of the following witnesses."

4. The parties are present in person and have been duly identified by the
IO. The parties state that they have amicably settled all their disputes



and grievances vide the settlement deed dated 01.08.2023 and do not wish to pursue the present complaint any further.

5. Respondent no. 2 states that he has entered into a settlement voluntarily without fear, force, or coercion, and has no objection if the present FIR and all other proceedings emanating therefrom is quashed. The parties state that they are making the statement voluntarily against all claims (past, present, and future) without any fear, force, undue influence, or coercion.
6. It has also come to notice that Respondent No. 2 had suffered grievous injuries, therefore offense under Section 308 IPC was attributed as he was assaulted by Danda. It seems that the incident had occurred at the spur of the moment, and it was not a pre-meditated assault. It is also doubtful whether Section 308 IPC will actually be attributed or not in view of the nature of injuries.
7. 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.

8. Learned Addl. P.P. for the State submits that as per the Investigating Officer, there is no other dispute between the parties.
9. Since the dispute between the parties is predominantly private in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement.
10. Taking into account the totality of facts and circumstances, the case FIR No. 530/2018 under section 308/341/506/34 registered at PS Vasant Kunj and all other proceedings emanating therefrom are quashed.
11. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 21, 2023

Pallavi