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

+ CRL.M.C. 4032/2022, CRL.M.A. 16813/2022

RAM LUBHAYA SEHGAL & ORS.

..... Petitioners

Through: Mr. Akhilesh Kr. Meena, Adv.

versus

STATE (GOVT. OF NCT OF DELHI) & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Kamal Sharma, South District
with SI Vijay Raj Singh, PS Patel
Nagar

Mr. Ankit, Adv. for R-2 and R-2
(VC)

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Date of Decision: 12th July, 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 under Section 482 Cr. PC seeking quashing of FIR No 285/2017 registered at PS Patel Nagar, under Sections 380/448//34 IPC.
2. Facts in brief are that the present FIR was lodged on the statement of respondent no.2 alleging therein that on 31.08.2017 at night when his



nephew was coming back home after closing the tailoring shop situated at Baljeet Nagar, Delhi, all accused persons namely Ram Lubhaya, Neelam Sehgal, Gaurav Sehgal, Ramesh Sehgal and Deepal Sehgal hatched a conspiracy and broke the lock of the shop. Thereafter, they stole all the articles lying in the shop and put their lock.

3. After the investigation the charge-sheet was filed under sections 380/448/457/34 IPC
4. It is submitted that now the both parties have entered into Settlement vide MoU dated 29.06.2022 on following terms and conditions:

1. That it has been agreed between both the parties that they will appear before the Hon'ble High Court of Delhi and will give their respective statements in order to get the F.I.R. compounded before the Ld. District Court or if required to get it quashed from the Hon'ble High Court.

2. That it has been agreed between the parties that they have buried all their disputes and do not have any grievances against each other and further they do not want to pursue any case against each other because they were settled their disputes amicably out the court.

3. That it has been agreed by the second party that they do not have any objection if the F.I.R. No.285/2017, Under Section 380/448/457/34 I.P.C. which has been registered at police Station Patel Nagar, New Delhi, against the first party, is quashed.

4. That it is also agreed between the first party and the second party that the second party shall co-operate the first party before the Hon'ble High Court of Delhi is quashing the above said FIR bearing FIR No. 285/2017 under Section 380/448/457/34 IPC. Police Station Patel Nagar, New Delhi, which has registered against the first party by the second party.



5. That both the parties undertake to abide by the terms elaborated in this MEMORANDUM OF UNDERSTANDING. That with this MEMORANDUM OF UNDERSTANDING now there shall remain no more dispute differences, litigation, claim or counter claims between the parties and parties shall take necessary steps and actions to implement this MEMORANDUM OF UNDERSTANDING in its letter and spirit.

6. That this Memorandum of Understanding has been executed voluntarily by both the parties on their own free Will and accord without any pressure, inducement, force, compulsion or threat whatsoever.

7. That the parties to this MEMORANDUM OF UNDERSTANDING are of sound health and mind. They understand all pros and cons of their acts, conducts and its connected implications.

5. Learned APP for the State submits that petitioner No.2 has expired.
6. I have interacted with the complainant who is present through VC and has duly been identified by the Investigating Officer. She has stated that She has arrived at the compromise voluntarily, out of her own free will, without any fear, force or coercion. Further, she states that she has no objection if the present FIR and the proceedings emanating therefrom are quashed.
7. The Investigating Officer states that there is no other case pending against the parties. The Investigating Officer also states that he has not received any other complaint against the parties.
8. The scope of powers conferred under Section 482 Cr.P.C. though wide but has to be exercised with circumspection. Such power has to be exercised in accord with the guidelines engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the



process of any court. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement may invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law, reliance has been placed upon *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.

9. In the present case, both parties are neighbours and 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.
10. Taking into account the totality of facts and circumstances and the fact that the parties are neighbours and have amicably decided to settle the matter, the case FIR No 285/2017 registered at PS Patel Nagar, under Sections 380/448/457/34 IPC. all the criminal proceedings emanating, therefore, are quashed.
11. However, both the parties are directed to plant 500 trees each within their vicinity within a period of one month and shall furnish a certificate from the SDM of the concerned area. The concerned Horticulture Officer is directed to ensure the plantation of trees and its proper care.

DINESH KUMAR SHARMA, J

JULY 12, 2023

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