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

+ CRL.M.C. 4808/2022

ANSHUL GARG AND OTHERS Petitioners

Through: Mr. Pankaj Kumar, Advocate

versus

THE STATE AND ANOTHER Respondents

Through: Mr. Hemant Mehla, APP for the State

+ CRL.M.C. 4836/2022

RAJESH JAIN AND OTHERS Petitioners

Through: Mr. Pankaj Kumar, Advocate

versus

THE STATE AND ANOTHER Respondent

Through: Mr. Hemant Mehla, APP for the State

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Date of Decision: 23rd Febraury, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. These are two petitions seeking quashing of cross FIR No. 552/2016 registered under sections 354/323/341/506/34 IPC and FIR No. 551/2016 registered under sections 354B/323/506/34 IPC. Both the FIRs were lodged on 01.08.2016 at PS Bhajanpura.

2. FIR No. 552/2016 was lodged on the complaint of respondent No. 2 in CRL.M.C. 4808/2022, alleging therein, that on 01.08.2016 when she was walking on the roof, Mr. Anshul Garg, Amit Chauhan who were present at the adjacent roof and stay below her house, were looking at her and talking inappropriately. It has been alleged that when she opposed them, Amit Chauhan held her hand and Anshul caught her clothes and started pulling her towards their roof. When she screamed for help, one of their associates namely Manoj also came, held her hair and pushed her on the floor. Thereafter someone told her mother and her mother along with her father and brother came up. It has been alleged that the accused also beat up the family members of the complainant. Subsequently, they were taken to Jag Pravesh Hospital for treatment.

3. The other FIR No. 551/2016 was lodged on the complaint of respondent No. 2 in CRL.M.C. 4836/2022, alleging therein that on the same day at around 7:15 pm, when she was in her house and her children were flying kites on the roof, the daughter of Rajesh Jain who is complainant in CRL.M.C. 4808/2022 (resident in the same building) was also at the terrace and scolded some girl with some heart problem. When the girl started crying, her mother rushed to the terrace and Rajesh Jain along with his wife, son and daughter also came there and hurled abuses at the mother of the girl. Hearing the noise when the complainant along with her husband also reached the terrace to look for her children, she saw an altercation was taking place. After they tried to talk to the parties, Rajesh Jain with his family left from the terrace and went downstairs. As the complainant along with her husband and children were also leaving, Rajesh Jain with his family

came back up with sticks and attacked them. The daughter of Rajesh Jain (complainant in CRL.M.C. 4808/2022) also pulled her hair, and wife of Rajesh Jain tore her clothes. Based on these complaints, the present FIRs got registered and the matter is pending adjudication before the Learned MM, KKD Courts, Delhi.

4. Learned counsel for the petitioners submits that both the parties are neighbours to each other and live in the same building. Learned counsel submits that during the proceedings, the parties have amicably resolved all their disputes with the help and intervention of well-wishers and common friends vide settlement agreement dated 01.02.2022 on the following terms and conditions:

" WHEREAS on the complaint of the Second party an FIR No. 551/16 UNDER SECTION 354-B/323/506/34 IPC PS BHAJANPURA, DELHI was lodged against the First party and further on the complaint of First party, FIR NO. 552/2016 UNDER SECTION 354/323/341/506/34 IPC PS BHAJANPURA, DELHI was lodged against the second party.

WHEREAS with the passage of time, the matter was amicably settled between the parties and both the parties have settled all their grievances keeping the future of both families as well as for peaceful atmosphere without any force, coercion and undue influence but for the healthy mind and freewill to live peacefully

AND WHEREAS after settlement, there is no dispute left remained unsettled between the parties to this Compromise/ settlement Deed.

AND WHEREAS both the parties undertakes that they shall cooperate each other in quashing the aforesaid said FIR No.551/2016 and FIR No.552/2016 and its proceedings, if any, before the Hon'ble High Court of Delhi at New Delhi and also

shall appear there to give their statement regarding the aforesaid settlement.

AND WHEREAS both the parties also undertake that they shall not file any case in relation to the above said disputes against each other or their family members before any competent court or authority in future after entering into the said settlement and quashing of the above said FIRs and also not file any civil litigations in that respect in future and if anyone is pending or found in any court shall be withdrawn.

AND WHEREAS both the parties undertakes that they shall not claim in future in any manner from each other before any court or any other competent legal authorities.

AND WHEREAS both the parties undertake to abide with all terms and conditions which has been mentioned in the aforesaid compromise deed which has been executed between them.

AND WHEREAS two sets of this compromise deed shall be prepared and the same shall be filed in original before the Hon'ble Delhi High court with quashing petition of the above said FIR.

The aforesaid compromise deed is executed between the parties with their independent free will and volition and without any pressure, force, fraud, coercion or undue influence from either side or by any third person, out of their free sweet and free will and choice.

The First Party and the Second Party have set their respective hands into this deed after having fully understood the contents hereinabove which have fully been read over and explained to them in their vernacular in the presence of the family members, friends, relatives and witnesses and the same shall be binding upon both the parties."

5. The parties are present in person and have been duly identified by the IO. The parties state that the present dispute arose out of a

misunderstanding over the issue of flying kites on the roof of the building which eventually led to an altercation. The parties state that they have amicably settled all their disputes and grievances vide settlement deed dated 01.02.2022 and do not wish to pursue the present complaints any further. The parties state that they are neighbours to each other and resolve to live peacefully in the future. The parties state that they have no objection if the present FIRs and all other proceedings emanating therefrom are 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. Learned Addl. P.P. for the State submits that as per the Investigating Officer, there is no other dispute between the parties.
7. 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.
8. Taking into account the totality of facts and circumstances, the case FIR No. 552/2016 registered under sections 354/323/341/506/34 IPC in CRL.M.C. 4808/2022 and FIR No. 551/2016 registered under sections 354B/323/506/34 IPC in CRL.M.C. 4836/2022, both dated

01.08.2016 and registered at PS Bhajanpura and all other proceedings emanating therefrom are quashed.

9. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 23, 2023/Pallavi

