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

+ CRL.M.C. 4928/2022, CRL.M.A. 19771/2022, CRL.M.A. 6017/2023

SH AZAD SINGH AND ANR

..... Petitioners

Through: Mr. HimanshuButtan, Adv.

versus

THE STATE AND ANR

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Nisha Rani, PS Shalimar
Bagh. Inspector Manoj Kumar,
Inspector Bhanu Gupta, WSI Nisha
and ASI Ram Dutt.

Mr. ApurvaUpmanyu, Adv. for -2 &
3.

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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 307/2017 registered at PS Shalimar Bagh, under Sections 365/34 IPC.
2. Ld counsel for the petitioner submits that the FIR was lodged on the statement of Ms. Uma Rani wherein she alleged that her husband and petitioners had some money transactions and on 30.07.2017, she got a



call from her husband while he was weeping, stating that the petitioners Azad Singh and Lokesh @ Sheru had caught him and were demanding money of Rs.30,000/-, otherwise they will not free her husband.

3. After investigation, the charge sheet has been filed under section 365/34 IPC. 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 15.09.2022 on the following terms and conditions:

1. That the matter has already been settled between the parties to this Settlement Deed/MOU/ Compromise Deed vide its settlement deed dated 03rd September' 2017 but since the Original of the Settlement Deed/ MOU/ Compromise Deed was filed along with the WP (CRL) No: 2542/2017 , therefore, the present settlement deed is again executed between the parties to this Settlement Deed/MOU/ Compromise Deed. It is further agreed between the parties to this Settlement Deed/MOU/ Compromise Deed that the settlement deed dated 03 rd September' 2017 shall also be read as part and parcel of this present Settlement Deed/MOU/Compromise Deed.

2. It has been agreed between both the parties to the present Compromise Deed that the litigations pending adjudication between both the parties to this Compromise Deed shall be withdrawn at whose instance such proceedings have been initiated and or is pending adjudication before any Hon'ble Court/Tribunal/Authority/or before any other body, within one week from the date of signing of this Compromise Deed or on the next date of hearing, whichever is earlier and once after signing of the present Compromise Deed, any proceedings pending adjudication against any of the parties to this Compromise Deed, before any Court of Law/ Authority /Tribunal shall be deemed to be dismissed as withdrawn in view of the present Compromise Deed.



3. It has been further agreed between both the parties to this Compromise Deed that both the parties undertake not to file any complaint/ suit of any nature whatsoever in any manner against each other or against any of its respective heirs, representatives, successors, interested persons, assignees, legal representatives, etc.

4. It has been further agreed between both the parties to this Compromise Deed that both the party shall not interfere, in any manner under any circumstances, into the life of any of the parties to this Compromise Deed.

5. It has been further agreed between all the parties to this Settlement Deed/MOU/ Compromise Deed that they will withdraw the complaints/litigations, if any, filed against anyone, and also for which any of the parties to this this Settlement Deed/MOU/ Compromise Deed have no knowledge about the same and further undertakes not to initiate or continue any complaint or litigation whatsoever in any manner against anyone of the party to the present Settlement Deed/MOU/Compromise Deed after singing of the present Settlement Deed/MOU/Compromise Deed.

6. It has been further agreed between the First parties, after the execution of the present Settlement Deed/MOU/ Compromise Deed, shall file the Petition for Quashing of the FIR No: 307 /2017 Under Section 365 / 34 IPC pertaining to the PS Shalimar Bagh within **07 days** from the date of the execution of the present Settlement Deed/MOU/ Compromise Deed and it has been undertaken by the Second Party to this Settlement Deed/MOU/ Compromise Deed that she will cooperate with the First Parties to get the FIR No: 307 /2017 Under Section 365/34 IPC pertaining to the PS Shalimar Bagh quashed before the Hon 'ble High Court as and when the Petition for Quashing shall be filed.

7. That in case any party/parties to the aforementioned terms fails to honour their commitments within stipulated time, anyone of the parties shall be free to initiate appropriate legal action including Civil and Criminal in accordance with law.



8. That these terms are entered into between all the parties to the present Settlement Deed/MOU/Compromise Deed of their own free will, without any coercion, undue influence or foreign pressure and all the parties have put their signature on it is in token of its correctness in the presence of the witnesses after duly understanding its contents in their respective language. All the five (05) pages of this Compromise Deed have been signed by both the Parties in token of its correctness and acceptance.

4. The parties are present in person and have been duly identified by the IO. Respondents No. 2 & 3 state that they have amicably settled all their disputes and grievances vide the settlement deed dated 15.09.2022 and do not wish to pursue the present complaints any further. Respondents No. 2 & 3 state that they have no objection if the present FIR 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.
5. Learned Addl. P.P. for the State submits that as per the Investigating Officer, there is no other dispute between the parties.
6. 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.



7. However, I am of the view that considerable time of the police and judicial time has been wasted as the FIR is of the year 2017. The police machinery has been put in motion on account of the acts of commission & omission on behalf of the parties and useful time of the police which could have been utilized for important matters has been misdirected towards this case. The parties are stated to be belonging to poor strata of society. Hence, I refrain from imposing costs on the parties but they must do some social good.
8. Taking into account the totality of facts and circumstances, the case FIR No 307/2017 under Sections 365/34 IPC registered at PS Shalimar Bagh, and all other proceedings emanating therefrom are quashed subject to the following conditions and its compliance –
- Petitioners are directed to plant 200 trees each of indigenous varieties in their locality under the supervision of a horticulture officer and shall furnish a certificate of the SDM in this regard.
 - The I.O. concerned shall be in touch with the petitioners and ensure that the petitioner does the needful. The above planting of trees shall be completed within a period of one month from today.
9. Compliance report be filed.
10. In view of the above, the present petition along with pending applications stand disposed of.

DINESH KUMAR SHARMA, J

JULY 12, 2023
Pallavi

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