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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CRL.M.C. 5398/2022

PURSHOTTAM @ BHALU & ANR.

..... Petitioners

Through: Ms. Naina Walia, Mr Ajit Siwach and
Mr. Lalit Yadav, Advs.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANR. Respondents

Through: Mr. Hemant Mehla, APP for the State
with SI Ajay, PS Shahbad Dairy

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Date of Decision: 10th April, 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. P.C. seeking quashing of case FIR No. 1211/2015 dated 16.10.2015 registered at PS Shahabad Dairy, Outer District Delhi under Sections 341/323/427/506/34 IPC. The said FIR was lodged on the statement of respondent No. 2 namely Sh. Pankaj Sharma, who is an Advocate by profession. It has been submitted that Respondent No. 2/complainant and petitioners are neighbours and known to each other and the present dispute arose due to misunderstandings over the issue of car parking.

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2. A perusal of the allegations made in the FIR reveals that both the parties are neighbours to each other and the incident took place over the issue of parking of the vehicles of the parties. It has been alleged that the petitioner hit the car of the respondent No.2 intentionally and caused severe damages to his car. It has been alleged that the petitioner then hit the respondent No.2 with a stick and even threatened him. On the basis of this complaint, the present FIR came to be registered against the petitioners herein. After investigation, section 308 IPC was also added and Chargesheet has been filed under sections 341/323/308/427/506/34 IPC. It has been submitted that the matter is now pending adjudication before the learned ASJ, Rohini Courts.

3. It has been submitted that subsequently, another FIR No. 1215/2015 was registered under Section 324 IPC at PS Shahabad Dairy on the basis of the complaint of the petitioner. Learned counsel for the petitioner submits that however while the proceedings were underway, with the help and intervention of family members and well-wishers, the parties amicably resolved all their disputes vide Compromise/Settlement deed dated 11.10.2022 on the following terms and conditions:

“1. That the matter has been settled between the parties amicably.

2. That the parties to the Compromise/settlement deed shall not file any complaint against each other, shall not file any claim, petition, review, revision or complaint against each other in any court/police authorities in future and this Compromise / settlement deed will be

treated as full and final settlement to the parties of this Compromise / settlement deed.

3. That the first party has also undertakes to give the statement before the Hon'ble High court of Delhi for quashing of the above said FIR No. 1211/2015 or in the Ld. Trial Court in favour of the second party.

4. That the second party has also undertakes to give the statement before the competent court for the compound the offences in FIR No. 1215/2015 of P.S. Shahabad Dairy, Delhi.

5. That the first and second parties have settled all disputes and differences once for all and now nothing is due between the parties to the Compromise / settlement deed.

6. That both parties have signed this Compromise / settlement deed with their free consent, choice and without any pressure, coercion or under influence.”

4. Learned counsel for the petitioner submits that the fight occurred at the spur of the moment and the FIR was lodged due to misunderstandings between the parties. The parties are neighbours and known to each other. Learned counsel submits that pursuant to the above settlement, the parties have amicably resolved all their grievances and are now residing peacefully.

5. The petitioners are present in person and the respondent No.2/complainant is appearing through VC. The parties have been identified by the IO. Respondent No.2/complainant states that the parties have settled all their disputes and there remain no other grievance between the parties.

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Respondent No.2/complainant states that he no longer wishes to pursue the present complaint and the same arose due to misunderstandings between the parties. Respondent No.2/complainant states that he has entered into the settlement voluntarily against all claims (past, present and future) without any fear, undue influence or coercion and further states that he has no objection if the present FIR and all criminal proceedings emanating therefrom are quashed. It has been submitted that since the other FIR only has compoundable offences, an appropriate application shall be moved before the concerned Court.

6. I have considered the submissions. It has been held in a catena of judgements of the Supreme Court as well as this Court that the High Court has the inherent power to quash criminal proceedings even in those cases which are not compoundable. Such power is to be used sparingly with caution and circumspection. It is imperative that while exercising such inherent power, the High Court must examine as to whether the possibility of conviction is remote and bleak and whether continuation of criminal proceedings would put the accused to great oppression and prejudice. Section 482 Cr.P.C. preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. Thus, while adjudicating whether a FIR or criminal proceeding is liable to be quashed, the High Courts must evaluate and weigh if the ends of justice would be served and justify the exercise of such inherent power. In the present case, the parties are neighbours and have voluntarily entered into the settlement in order to bring the peace back. The dispute between the parties has been stated to have arisen due to misunderstandings over the issue of car

parking. On account of the voluntary settlement the parties no longer wish to pursue the present complaint and seeks quashing of the same. Even if trial is allowed to continue, there is a bleak/remote chance of conviction, given that the parties have resolved their dispute and do not want to pursue the present complaint. I consider that to encourage social harmony and good relations between the parties, it would be in the interest of justice that the present complaint is quashed.

7. In view of the submissions made above, the case FIR No.1211/2015 dated 16.10.2015 registered at PS Shahabad Dairy, under Sections 341/323/308/427/506/34 IPC and all the proceedings emanating therefrom are quashed.

8. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

APRIL 10, 2023

Pallavi