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

+ CRL.M.C. 3547/2022

SURENDER KUMAR GUPTA

..... Petitioner

Through: Mr.Ashok Gurnani, Advt.

versus

STATE N C T OF DELHI & ORS. & ORS.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Vijay Dutt, PS Shakarpur

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Date of Decision: 18.09.2023

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 for quashing FIR No. 911/2016 dated 30.12.2016 registered at Police Station Shakarpur under section 511/457 of IPC along with all the consequential proceedings.
2. Briefly stated, the facts of the case are that on 30.12.2016 Complainant Sh Rajeev came to Police Station Shakarpur and got recorded his statement to IO/ASI Anand Kumar, in which he alleged that he was working in Press Amar Ujala. On 28/12/2016 at about 4 am he was sleeping at the 2nd floor

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of above mentioned address along-with his family members. In meanwhile he noticed smoke at the ground floor, somehow he managed to come down and found that there was fire at Room No 3 of ground floor. He informed to fire brigade as well as Police. Once the smoke subdued, he noticed that the lock of main gate as well as Room are broken but no theft was committed. He informed landlord Surender Kumar Gupta (petitioner) telephonically but it was stated by him that he was out of station. On the statement of Mr Rajeev, present case FIR No 911/2016 dated 30/12/2016, U/s 457/511 IPC at PS Shakarpur was registered and the investigation was taken up.

3. Further, during the course of the investigation, it came to notice that there was a dispute between Landlord Surender Kumar Gupta and one Savitri Rawat (tenant of Room No 3) over the said property and a Civil Suit was also pending between them. During the course of the investigation, it was found that landlord Surender Kumar had sent a letter in the name of SHO/Shakarpur vide Dy No 3155, dated 30/11/2016. According to said letter point no 6 it was mentioned by him *“that today I have taken the possession of the above mentioned private room no 3 at the ground floor of G-45, Laxmi Nagar, Delhi-92”*.
4. On 13/02/2017 Ms Savitri Rawat gave a complaint regarding the lock being broken by Surender Gupta and him putting his lock instead. She was examined and her statement was recorded and a complaint of theft was also received in Police Station on behalf of Ms Savitri Rawat. All complaints were attached with case file and investigation was conducted



and section 448/380 IPC was added in present case. During the course of investigation no evidence found regarding fire at H.No. G-45, ground floor, Private flat no 3. Further, it came to notice that landlord Surender Kumar Gupta put his lock after breaking the lock of her tenant. On 28/03/2019, the lock was got opened through Surender Kumar Gupta. The articles of tenant Ms Savitri Devi were checked. Most of items were in burnt condition. A detailed panchnama was prepared. After completion of investigation, charge-sheet against the landlord Surender Kumar Gupta was filed vide U/s 448/380 IPC.

5. Learned Counsel for the petitioner submits that both the parties instituted multiple litigations against each other including the present FIR. It is submitted that the charge sheet, in this case, has already been filed under section 457/380/448 of IPC and the matter is pending before the Learned MM, East District, Karkardooma Courts, Delhi.
6. Learned Counsel submits that during the pendency of the proceedings, the parties have resolved their disputes amicably before the Delhi Mediation Centre, Karkardooma Courts, Delhi, in Civil suit no. 6784 of 2016 vide settlement deed dated 19.12.2019 on the following terms and conditions:

1. It is agreed between the parties that plaintiff shall pay an amount of Rs. 30,000/- (Rupees Thirty Thousand only) to the defendant towards fitting and fixtures, on or before 19.12.2019 and thereafter the defendant would take out his belongings from the suit property and shall hand over peaceful possession of the suit premises to the plaintiff.

2. It is agreed between the parties that Smt. Savitri shall get the offence u/S 448 IPC only compounded before the concerned court



on the date fixed. For the non-compoundable Sections 457/380 IPC, parties agreed to take appropriate legal remedies as per law.

3. It is agreed between the parties that they shall get the instant suit disposed of by making statement as per law before the court in terms of this settlement.

4. It is agreed between the parties that there is no other claim due/pending between the parties after this settlement.

5. Both the parties have agreed on each and every term recorded in the

settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof.

6. The terms have been settled between the parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed terms.

7. The civil disputes between the parties were resolved and thereafter all the matters were either settled or disposed of.

8. Learned counsel for the petitioner also submits that in terms of the settlement arrived at between the parties, the petitioner has paid the agreed amount to respondent No. 2, and in view of the petitioner having received the vacant, peaceful, and physical possession of the suit property bearing Pvt. No. 3 consisting of oneroom and common latrine bathroom, ground floor in Premises No. G-45, Laxmi Nagar, Delhi from respondent No. 2, no, purpose is likely to be served with the continuation of the criminal proceedings presently pending before the trial court. However, Ms. Savitri says that she does not want to follow the settlement.



9. The co-ordinate bench of this court in **Anshu Soni & Ors. v. State & Anr.**, 2013 (1) AD (Delhi) 111, has held that parties cannot be permitted to backtrack from the settlement arrived at through the process of mediation, which, otherwise, has been acted upon wholly or partially. It has been held *inter-alia* as under:

“6. After having settled the matter through the process of mediation, which has even been acted upon partially, parties cannot be permitted to backtrack from the same as it will negate the aims and objectives of whole process of mediation. Withdrawal of consent by respondent no.2 on some innocuous ground is impermissible. In Ruchi Aggarwal versus Amit Kumar Agrawal and Ors. 2005 (1) ALT 42 (SC), civil and criminal litigations were pending between the husband and wife. Matter was compromised before the Family Court pursuant whereof, a decree of divorce by mutual consent was granted. Wife withdrew application filed by her under Section 125 Cr.P.C. in terms of the settlement, however, she avoided to withdraw the complaint under Sections 498- A/328/506 IPC and Sections 3 and 4 of the Dowry Prohibition Act, 1961. Accordingly, husband filed a petition before the High Court of Uttaranchal for quashing of the said complaint. In the said petition, High Court quashed the charge-sheet and the summoning order for want of territorial jurisdiction and transferred the investigations to the concerned Police Station. Wife preferred an appeal before the Supreme Court wherein criminal proceedings were quashed keeping in mind the settlement arrived at between the parties despite opposition of the wife.”

10. In the decision reported as **Satish Gathwal and Ors. v. State and Anr. 1982 (2) JCC 114** it was *inter-alia* held as under:

“17. Her statement was a representation made and undertaking given before this Court that she will not pursue her complaint and on the basis of this, the petitioner has given and she has accepted Rs. 6. 00 lakhs in part satisfaction of the agreement. This is very unfortunate



that she is now backing out from this undertaking. She is estopped in law from withdrawing her undertaking and representation. This would amount to committing Contempt of Court by her. From the agreement entered into between the parties and which is confirmed by them in Court, no doubt is left that this was a package deal of divorce as well as quashing the criminal proceedings. By denying this agreement, she is certainly misusing the process of the Court. The Court would not allow a party to misuse its process.”

11. Hence, in view of the above-cited decisions, this court is of the view that inherent powers vested upon by the High courts are intended to achieve the aim that a court proceeding shouldn't be allowed to turn into a tool of intimidation or persecution. In the present case, respondent No. 2 has entered into the settlement agreement before the civil court out of his own free will, and the same stands unchallenged before the appellate court. Further, the respondent no. 3 has also given her consent to quash the criminal proceedings as recorded in the order dated 09.01.2020, passed by Ld. SCJ, Karkardooma Courts, Delhi.
12. Taking into account the totality of facts and circumstances of the present case, this court considers that the parties have entered into an amicable settlement vide settlement deed dated 19.12.2019 passed by the Delhi Mediation Centre in Civil Suit No. 6784 of 2016 out of their own free will, without any fear, force, or coercion, and in order to secure the ends of justice, and to prevent the abuse of the process of any court the present petition is allowed.



13. In view of the above, FIR No. FIR No. 911/2016 dated 30.12.2016 registered at Police Station Shakarpur under section 511/457 of IPC along with all the consequential proceedings are quashed.
14. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 18, 2023

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