

\$~111

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

+ **CRL.M.C. 6471/2022**

WAJID & ANR.

..... Petitioners

Through: **Mr. Alamgir, Adv.**

versus

THE STATE NCT OF DELHI & ANR.

..... Respondents

Through: **Mr. Hemant Mehla, APP for the State
with Inspector Vikas Pannu, PS
Hazrat Nizamuddin.**

%

Date of Decision: 09th February, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 25198/2022 (Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 6471/2022

1. The present petition has been filed under Section 482 Cr. P.C. in case FIR No. 115/2018 registered at PS Hazarat Nizamuddin, under Sections 323/341/34 IPC.

2. The FIR was lodged on the statement of Mohd. Yameen/complainant, who had alleged that in the year 2012, a collaboration agreement was executed by Phoolbano, wife of Hussain Shah in respect of the property No. T-73, Near Alvi Chowk Basti Hazari Nizamuddin, New Delhi for construction of basement to 3rd Floor and also agreed to construct 10 shops on the ground floor. It was alleged that as per said collaboration agreement, the complainant was entitled to half portion of basement, 1st floor and ½ 2nd floor with the roof right. It was alleged that the construction was completed within one year but Phoolbano and her sons Mubarak Ali, Islamuddin, Wajid Ali and other members of the family refused to hand over the physical possession of the portions of the constructed building. In the year 2016, the complainant had also filed a civil suit before the Saket Courts, New Delhi and a decree in favour of the complainant was passed. The complainant had alleged that on 06.05.2018, Wajid Ali and his son Sameer restrained the complainant as well as threatened to kill him. It was alleged that the petitioner inflicted injuries through Danda on complainant's back, hand and legs. The complainant also fell down and Sameer assaulted on his back with sharp weapon. After investigation, the charge sheet was filed, and the charges were also framed under Section 326/341/34 IPC. However, now, it has been stated that the parties have reached on a settlement. The MoU dated 19.02.2021 was placed on record. The terms and conditions of MoU dated 19.02.2021 are as follows;

“1. That the first party has amicably settled all his disputes/grievances with the second party in all manner regarding the aforesaid dispute and also compensated to the first party for medical expenses etc.

2. That the second party and his family members have tendered apology to the first party and the first party has forgiven the second party without any pressure, coercion or threat etc. from any corner.

3. That the first party is ready to make the statement before the concerned court or before Hon'ble High Court to quash the present FIR, if required, and settle the matter in amicable manner.

4. That after the aforesaid amicable/mutual settlement, there is no dispute of any kind whatsoever left between the parties.

5. That the present compromise/settlement is being executed by both the parties with their own free will and consent and without any threat, pressure, coercion or undue influence from any corner.

6. That the present compromise/settlement has been signed by all the parties in the presence of the witnesses after reading and understanding the contents thereof in their vernacular."

3. The complainant is present in the Court and submits that he has voluntarily entered into the settlement without any pressure, fear or coercion. Complainant states that in fact it was a property dispute and now he has entered into a settlement with the petitioners, and he submits that he does not want to continue with the present petition and FIR No. 115/2018 registered at PS Hazrat Nizamuddin, under Sections 326/341/34 IPC may be quashed.

4. IO has duly identified the petitioners as well as the complainant.

5. Section 482 Cr.P.C. pre-supposes three circumstances under which the inherent jurisdiction may be exercised, i.e., (i) to give effect to an order (ii) to prevent the abuse of the process of court and (iii) to otherwise secure the ends of justice. The court while exercising the power under Section 482

Cr.P.C. does not function as a court of appeal or revision. The powers under Section 482 Cr.P.C., are of wide plenitude but have to be exercised sparingly with caution and only in the event when aforesaid three conditions are satisfied. The object behind the exercise of such power should be to do real and substantial justice for the administration of which the courts exist.

6. It has time and again been held by the Apex Court and this court that wherein the offence is predominantly private in nature and does not have a serious impact on the society as a whole then in such cases, the court may be of the opinion that a settlement between the parties would lead to better relations between them and would resolve the private dispute and thus the court may exercise power under Section 482 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.

7. In view of the above facts and circumstances, FIR No. 115/2018 registered at PS Hazarat Nizamuddin, under Sections 323/341/34 IPC and all the other proceedings emanating therefrom are quashed.

8. The present petition is disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 9, 2023

Pallavi