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

+ **CRL.M.C. 6896/2022**

SHRI DEEPAK AGGARWAL

..... Petitioner

Through: Mr. Harsh Kumar Agarwal, Mr. D.C. Agarwal and Ms. Aditi Agarwal, Advocates along with Petitioner in person.

versus

STATE & ORS.

..... Respondents

Through: Mr. Amit Sahni, APP for the State/R1 along with SI Hari Om, P.S. : Shahdara.
Mr. Jitender Kumar, Advocate for R2 and 3.

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Date of Decision: 11.04.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed under section 482 Cr.P.C for quashing of FIR No. 165/2013 dated 26.04.2013 registered under Section 324 IPC at P.S.: Shahdara. The present FIR was lodged at the statement of Respondent No.2 alleging therein that accused Deepak Aggarwal who is his neighbour, had abused and manhandled him. However, later on,

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the parties reached at an amicable settlement in Karkardooma Courts, Delhi vide settlement deed dated 5.12.2020.

2. Learned counsel submits that connected FIR No. 166/2013 has already been quashed vide order dated 26.04.2022 in CRL. M.C. No. 817/2022.
3. Both the parties submits that they have settled the matter amicably.
4. The terms of the settlement deed dated 5.12.2020 are as follows :

"1. It is stated by the complainant Pawan Kumar in the present referred matter and the complainant and injured in the connected matter that being neighbours, they have amicably settled the present matter and the connected matter with each other and now they do not wish to pursue the present matter and the connected matter any further against each other. They further submit that they have given up their right of claiming compensation.

2. It is also agreed between the parties that the present settlement has been arrived at by them without any monetary consideration.

3. It is agreed between the parties that in terms of the present settlement, the complainant and injured in both the matter shall co-operate each other in compounding the offence under Sections 324 IPC and 323/506/34 IPC only before the court concerned by making appropriate statement as per law on the date fixed.

4. It is further agreed between the parties that the complainant in both the matters shall not resort to any court of law or any other forum for claiming compensation/damages against the respondents qua the incident which is subject matter of the present settlement.

5. It is- further agreed between the parties that in future, both the parties do undertake not to make complaint against each other before any authority qua these incident. ' -



- 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 costily recorded the said agreed terms and same have been read over and explained to the parties in vernacular language.*
- 7. Both the parties undertake that they will abide by an be bound by the agreed terms/ stipulations of the settlement agreement.”*
5. It has been repeatedly held that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, the court may while taking into consideration the special facts of a case quash the proceedings.
6. In view of the above facts and circumstances, the present FIRNo. 165/2013 dated 26.04.2013 registered under Section 324 IPC at P.S.: Shahdara and all the other proceedings emanating therefrom is quashed subject to cost of Rs. 15,000/- (Rupees Fifteen Thousands) to be deposited with Delhi High Court Legal Aid Services Committee.
7. The receipt of the deposit of cost be filed within two weeks.
8. The present petition is disposed of.

DINESH KUMAR SHARMA, J

APRIL 11, 2023
j

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