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

+ **W.P.(CRL) 182/2024**

DHARMENDER PATHAK & ANR.

.....Petitioners

Through: Ms. Priya Gulliya, Ms. Yashashvi,
Advs.

versus

THE STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Raghuinder Varma, APP for State
Mr. Sanjeev Bhandari, ASC, Ms.
Charu Sharma, Mr. Arjit Sharma, Mr.
Vaibhav Vats, Adv. for State and SI
Harish Hooda, PS Keshav Puram.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
21.08.2024

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1. The present petition has been filed under Article 226 of the Constitution of India read with Section 482 Cr.P.C. seeking quashing of FIR No. 35/2017 dated 17.01.2017 under Section 420/34 IPC registered at PS Keshav Puram, Delhi.
2. Learned counsel submits that the FIR was lodged on the statement of complainant.
3. Learned ASC for the state on instructions submits that the charge-sheet has been prepared against both the petitioners and the charge-sheet has yet not been filed. However, now the parties have reached on a settlement vide compromise deed cum settlement deed dated



12.01.2024 on the following terms and conditions:

- “1. That the First Party/complainant wishes to resolve and withdraw all the complaint against the Second Party/Accuseds person and ready to forgive them because of the mischief done by them to First Party/complainant at their young age and First Party/complainant also not wants that the life of the Second Party be destroyed because of the offence done by them under the spirit of Youth.*
 - 2. That the Second Party has already paid a total sum of Rs. 18,00,000/- (Rupees Eighteen Lakh only) as full & final Settlement amount towards all the claims of First Party against the loss done to complainant/First Party*
 - 3. The First Party has thus agreed to withdraw the complaint made against the Second Party and the parties shall make statements before the court or police authorities in this respect as and when required.*
 - 4. That all the disputes between the parties stands finally resolved and there is no ill will or complaint against each other in any manner. The parties have thus decided to file petition for quashing of FIR on the basis of this compromise deed.*
 - 5. That this FIR Quashing Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side. The parties have decided to end all their disputes fully and to live peacefully.*
 - 6. That the present FIR Quashing Compromise Deed is irrevocable and violation of any of the terms of this compromise deed shall be deemed to be violation of the compromise deed.”*
4. Respondent No.2 has appeared in person and submits that he has settled the matter with the petitioner voluntarily without any fear, force and coercion. IO has duly identified the parties.



5. In view of the fact that the parties have amicably resolved their disputes out of their own free will and without any coercion, continuing the proceedings would serve no useful purpose and may create further acrimony. This Court finds no impediment in quashing the FIR and is supported in its view by orders of the Co-ordinate Benches in similar cases, such as *Naeem @ Pappu v. The State (NCT of Delhi) and Anr.*, W.P. (Crl.) No. 204/2021 dated 24.03.2021, and *Rohan Pandey v. State through SHO PS Palam Village and Anr.*, CRL.M.C. No. 5392/2023 dated 21.09.2023. In both cases, FIRs were quashed based on settlements reached between the parties.
6. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully.
7. In view of the above, FIR No. 35/2017 dated 17.01.2017 under Section 420/34 IPC registered at PS Keshav Puram, Delhi and the proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

AUGUST 21, 2024/AR/NA..