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

+ **CRL.M.C. 2333/2024**

UMESH KUMAR AND ANR.

..... Petitioners

Through: Mr. Akshya and Mr. Ashish Sheoran,
Advs.

versus

STATE OF NCT OF DELHI AND ANR.

..... Respondents

Through: Ms. Meenakshi Dahiya, APP for State
with SI Rohit, PS. Connaught Place
and SI Satyaveer, PS. Dabri.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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21.03.2024

CRL.M.A. 8967/2024 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 2333/2024

3. The present petition has been filed under Section 482 CrPC seeking quashing of FIR No.36/2024 under Sections 308/341/506/34 IPC registered at Police Station Dabri and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
4. Issue notice. The learned APP for the State accepts notice. She submits that since the FIR is an outcome of a money lending dispute and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.
5. She further submits that some cost may be imposed on the petitioners



as considerable time and effort has been spent on the investigation and judicial time has also been wasted.

6. The petitioner nos.1 and 2 are present in Court, whereas the respondent no. 2 has joined through VC. They have been identified by their respective counsel and by the Investigating Officer SI Rohit, PS. Connaught Place and SI Satyaveer, PS. Dabri.

7. The brief facts of the case are that in 2023, the respondent no.2 took a friendly loan of Rs. 3 lacs from the petitioner no.1 after giving his vehicle bearing no. RJ32 CA4470 as collateral for the same. The dispute between the parties also led to a fight, which further led to registration of present FIR.

8. During the pendency of the proceedings, the parties arrived at a settlement, terms whereof were reduced in writing in the form of Settlement Agreement dated 06.03.2024, which is annexed as Annexure P-2 to the present petition.

9. It is also a term of the settlement between the parties that the respondent no.2 shall pay a total sum of Rs.2 lacs to the petitioner no.1 towards full and final settlement for his friendly loan of Rs. 3.50 lacs within 90 days of the signing of the aforesaid agreement and the said vehicle which was given as collateral to the petitioner no.1 by the respondent no.2 shall be released after clearing the payment as agreed between the parties.

10. The respondent no.2, on a query put by the Court, states that he has no objection in case the FIR is quashed.

11. In view of the fact that the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them.



12. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

13. In the present case, since the State machinery has been put into motion and considerable time and resources of the investigating agency have been spent in the investigation of the matter, it is deemed appropriate to impose cost of Rs.10,000/- each on the petitioners. Accordingly, the petitioners are directed to deposit cost of Rs.10,000/- each with the Delhi State Legal Services Authority and the said amount should be utilized towards counselling / psychological support to be provided to POCSO victims requiring such assistance.

14. Consequently, the petition is allowed and the FIR No.36/2024 under Sections 308/341/506/34 IPC registered at Police Station Dabri alongwith all other proceedings emanating therefrom, is quashed *qua* the petitioners, subject to payment of cost as aforesaid, within a period of two weeks from today.

15. The petition stands disposed of in the above terms.

16. Order be uploaded on the website of this court.

VIKAS MAHAJAN, J

MARCH 21, 2024/dss