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

+ **CRL.M.C. 3082/2022**

MANISH SHARMA

.....Petitioner

Through: Mr. Karanjeet Kumar, (D-2481/2011)
Advocate with Petitioner-in-person

versus

THE STATE AND ANOTHER

.....Respondent

Through: Mr. Aman Usman, APP for the State
with Ms. Amanpreet Juneja, Ms.
Shruti Sharma, Mr. Gaurav Sharma,
Mr. Aditya Singh, Mr. Ankit Tripathi,
Mr. Gaurav Dua, Mr. Gaurav Gupta,
Ms. Sapna, Ms. Monika Tyagi, Ms.
Priyanka Tyagi, Ms. Garima Khetal,
Mr. Abhinav Sharma, Mr. Vijay
Kumar, Mr. Nikhil Tyagi, Advocates.

SI Sunit, D-3090, PS Jagarpuri

Mr. H.K. Dhariwal (D-3364/2010)
and Mr. R.S. Rathi, Advocates for R-
2 with Petitioners-in-person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER
29.08.2024

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1. The Petitioners have approached this Court for quashing FIR No.892/2014 dated 31.12.2014 registered at Police Station Jagatpuri for offences under Section 420/468/471/506/120B/34 IPC on the ground that the parties have amicably settled their disputes.



2. The principal ground on which the present petition has been filed is that the parties have amicably resolved their disputes by a Memorandum of Understanding/Settlement dated 30.11.2021. The said MoU reads as under:-

“This Compromise Deed is made at Delhi on this 30th day of November 2021, between Sh. Manish Sharma S/o Sh. Satya Narayan Sharma R/o H.No. - 14, Gyan Kunj, Third Floor, Laxmi Nagar, Delhi - 110092 (hereinafter called the First Party) of the one part,

AND

Sh. Gopal Jain S/o Late Sh. Padam Chand Jain R/o H.No. - 88, Ground Floor, Gagan Vihar Extension, Krishna Nagar, Delhi -110051 (hereinafter called the Second Party/Complainant) of the other part;

Whereas the Second party has lodged an FIR No. 892/2014, PS Jagatpuri, Delhi U/s 420/488/471/506/120-B IPC on 31.12,2014 against the First party.

Whereas the First party and the Second party are known to each other's since long and on account of some minor altercation, the present FIR was got registered by the Second party against the First party and now both the parties wanted to put complete end upon all the litigation, if any pending against other including the present FIR.

Whereas now with the intervention of the friends, relatives, and well-wishers of both the parties, the matter between both the parties have been settled amicably out of Court without force, coercion, pressure or undue influence from any side or corner and the Second party is no more willing to pursue the present FIR.

And whereas it is agreed between the parties. that the first party shall pay a sum of Ra. 3,00,000/- as full and



final settlement amount to the Second party as mentioned follows:-

i) First instalment of Rs.1,00,000/- (Rs. One Lakh only) on dated 18.11.2021 by way of RTGS/Cash/DD in favour of the Second party by the First party;

ii) First instalment of Rs.1,00,000/- (Rs. One Lakh only) on dated 18.01.2022 by way of RTGS/Cash/DD in favour of the Second party by the First party;

*iii) First instalment of Rs.1,00,000/- (Rs. One Lakh only) on dated 18.02.2022 by way of RTGS/Cash/DD in favour of the Second party by the First party; DD No.230972 drawn on ** Branch, Vasundhra, Ghaziabad dt. 6/4/22.*

And Whereas it is further agreed between the parties, that the First party shall move a petition for quashing of above FIR No. 892/2014, PS Jagatpuri, Delhi U/s 420/468/471/506/120-B IPC after payment of Second Instalment by the First Party to the Second Party and the Third Instalment shall be paid at the time of Quashing of the FIR before the High Court of Delhi and the Second party shall also assure to the First party that the Second party shall give Affidavit/NOC in this regard before Hon'ble High Court of Delhi and the Second party shall also give his statement before the Hon'ble Delhi High Court for the purpose of Quashing of the above FIR.

And whereas both the parties have agreed with all the terms and conditions of this MOU and at the time of execution of this MOU both the parties are in sound disposing mind and not suffering from any mental disorder or insanity and there is no threat, pressure, coercion or undue influence from any earner for the same as all the contents of this mutual settlement/MoU



have been read over to both the parties In their vernacular language.”

3. The Petitioner and Respondent No.2/Complainant have joined the proceedings through video-conferencing. The parties have been identified by their respective Counsels and the Investigating Officer. Respondent No.2/Complainant has also filed an affidavit affirming the fact that her has received the entire amount and has settled all the disputes with the Petitioner out of his own free will, without pressure, coercion or undue influence.

4. Considering the fact that the disputes are purely private in nature and the parties have amicably settled their disputes, the present case is squarely covered under the law laid down by the Supreme Court in Gian Singh v. State of Punjab, (2012) 10 SCC 303.

5. In view of the settlement arrived at between the parties, this Court is of the opinion that no useful purpose will be served in continuing with the present proceedings. Resultantly, the FIR No.892/2014 dated 31.12.2014 registered at Police Station Jagatpuri for offences under Section 420/468/471/506/120B/34 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the terms of the settlement and the undertaking given to the Court.

6. The petition stands disposed of with the above observations along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

AUGUST 29, 2024

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