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

+ CRL.M.C. 5009/2024, CRL.M.A. 19145/2024

MAHENDER & ORS.

.....Petitioners

Through: Mr. Akhilesh Kr. Pandey, Adv.(VC)

versus

STATE NCT OF DELHI AND ORS.

.....Respondents

Through: Mr. Satish Kumar, APP for State with
SI Narender, PS Vikaspuri
Ms. Sapna Goyal, Ms. Kavita
Kashyap, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

20.08.2024

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1. The present petition has been filed under Section 482 Cr.PC seeking quashing of FIR No.0216/2018 registered at PS Vikaspuri under Sections 308/34 IPC and all the other proceedings emanating therefrom.
2. The FIR was lodged on the statement of Respondent no. 2 i.e., Kavita alleging therein that on 01.06.2018, at around 1.10 AM, her health became unwell, and asked her husband to bring auto. After some time, a woman from her neighborhood came and told her that some people were beating her husband, after hearing this, when the complainant came out of the house, she saw that the neighbors Mahendra, Pawan, and Akash, were beating her husband badly. Pawan caught respondent no 3 from behind and Mahendra was beating him with an iron rod and



Akash was kicking and punching him. As alleged in the FIR, Mahendra along with his friends Pawan and Akash had planned to take revenge of an old fight/quarrel, hence they had beaten the complainant's husband.

3. Learned counsel for the petitioners submits that both the parties are neighbours to each other and have amicably resolved all their disputes with the help and intervention of well-wishers and common friends. The parties arrived at a memorandum of understanding dated 21.05.2024 on the following terms and conditions:

“1. That it is agreed between the parties that the First Party and Second Party are living peacefully and to maintain peace and harmony with each other.

2. That it is agreed between the parties that after execution of the present MOU all the above mentioned parties are ready to quash the above mentioned FIR by moving the quashing petition before the Hon'ble High Court of Delhi.

3. That the second party has paid of Rs. 1,00,000/- (Rupees One Lac Only) to the first parties on 14th day of April 2024 to settle their matter with the first party.

4. That it is also agreed between the parties that all the parties shall cooperate with each other in filing the quashing petition for quashing the above said FIR and also agreed to appear before the Hon'ble High Court of Delhi for quashing of the above said FIR.

5. That it is also agreed between the parties that after signing the present MOU the first party will not file any civil or criminal proceedings against the second party before any court of law/forum/authority.

6. That it is also agreed between the parties that the second party no cruel/dispute with first party in future if the second



party further create any kind of dispute then the first party have right to take initiate legal proceeding against the second party.

7. That all the above said parties undertake to abide by the terms elaborated in this MOU. That with this MOU now there shall remain no more dispute, differences, claim or counter claims among all the parties and the parties shall take necessary steps and actions to implement this Settlement Deed in its letter and spirit.

8. That both the parties have settle their matter amicably on 14th April 2024 but the present MOU has been executed on 21.05.2024 voluntarily. Both the parties settled their NOIA dispute amicably on their own free Will and accord without any pressure, inducement, force, compulsion or threat whatsoever.

That the parties to this MOU are of sound health and mind. They understand all the pros and cons of their acts, conducts and its connected implications.”

4. Petitioners Mahender, Pawan, and Aakash are present in Court in person. Respondents Kavita and Mukesh are also present in person. All the parties have been identified by the Investigating Officer. Parties submit that they have entered into the settlement voluntarily without any threat, fear, force, or coercion.
5. Learned Addl. P.P. for the State submits that as per the Investigating Officer, there is no other dispute or case between the parties except Pawan who is facing a gambling case.
1. Since the dispute is predominantly private in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement.



I do not see any reason to reject the settlement. However, since both parties have put an unnecessary burden on the exchequer, let a cost of Rs. 5,000/- by each petitioner be deposited with the Delhi Advocate Welfare Fund within two weeks. Let the proof of Deposit be filed.

6. Taking into account the totality of facts and circumstances, the case FIR No.0216/2018 registered at PS Vikaspuri under Sections 308/34 IPC and all the other proceedings emanating therefrom are quashed.
7. The present petition along with the pending applications, if any, stand disposed of.

DINESH KUMAR SHARMA, J

AUGUST 20, 2024

Pallavi/HT