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

+ **CRL.M.C. 6241/2024**

SATPAL SINGH AND ORS.

.....Petitioners

Through: Mr. Chirag Khurana, Adv.

versus

STATE NCT OF DELHI AND ORS.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Neeti, PS Mukherjee Nagar.
Mr. Amitesh Giroti, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **25.09.2024**

CRL.M.A. 23848/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 6241/2024

1. The present petition has been filed seeking quashing of FIR No.482/2017 registered at PS Mukherjee Nagar under Sections 354/506/509/354B/323/34IPC. The FIR was lodged on the statement of Sarabjeet Kaur.
2. Briefly stated, in the night of 16-17/07/2017, a scuffle took place between the parties and respondent no.2 got registered a F.I.R. No.482/2017 under section 354B/354/506/509/323/34 of I.P.C. at P.S. Mukherjee Nagar, Delhi, against the petitioners herein and petitioner No. 1 and 2 got registered a F.I.R. No. 483/2017 under section 323/341/506/34 of I.P.C. at P.S. Mukherji Nagar, Delhi, against the



respondents.

3. Learned counsel for the petitioners submit 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 have reached on a memorandum of understanding dated 18.07.2024 on the following terms and conditions:

a. That after signing this agreement Party A shall file appropriate petition before the Hon'ble High Court of Delhi for the quashing of FIR No. 483/2017 registered by Party B against Party A under Sections 323, 341, and 506 of the IPC and Party B shall give a statement before the court regarding the settlement

b. The Party B shall file appropriate petitions before Hon'ble High Court of Delhi for the quashing of FIR No. 482/2017 registered by Party A against Party B under Sections 354, 506, 509, 354B, 323, and 34 of the IPC.

1. It has been mutually agreed between the parties that Party A shall appear in quashing of FIR before the Hon'ble High Court of Delhi in favour of Party B and Party B shall appear in quashing of FIR before the Hon'ble High Court in favour of Party A

2. No Further Claims:

i. The Parties agree that upon the execution of this Agreement and the quashing of the FIRs, they will not pursue any further legal action against each other related to the incidents that led to the filing of the aforementioned FIRs.

ii. The Parties hereby release and discharge each other from any and all claims, demands, and causes of action, whether known or unknown, arising out of or in connection with the incidents that led to the filing of the aforementioned FIRs.

3. Confidentiality: The Parties agree to maintain the



confidentiality of the terms of this Agreement and the circumstances leading to the settlement, except as may be required by law or as necessary to effectuate the terms of this Agreement.

4. Entire Agreement: This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, and warranties, both written and oral, with respect to such subject matter.

5. Modification: This Agreement may not be amended or modified except by a written agreement signed by the Parties.

6. That both the parties to this deed will cooperate in all the proceedings before the concerned Hon'ble Court

7. That in case any of the party to this Deed will not comply with the terms and conditions that party will face legal consequences.

8. That this Compromise Deed has been executed without any pressure, force or coercion.

9. That the present deed is a result of mutual settlement arrived amicably without any interference from any corner.

10. That both the parties are fully satisfied with terms and conditions made hereinabove and shall be bound by all terms and conditions.

11. That both the parties have undertaken not to malign each other by way of social networking or through any method And Party A undertakes that they shall not restrain/ object or raise any kind of hindrance in attending Nirankari Samagam at anywhere by, Party B.

4. Learned counsels for parties submit that the petitioners and respondents are devotees of “Nirankari Samagam” and known to each



other. Further, the Petitioner no. 2 and 3 and respondent no. 2 to 4 are residing in same locality and after the incident it came to the knowledge of respondents no.2 to 4 that petitioner no. 2 was/is suffering with bipolar disease. During the proceedings/trial of the case, due to the intervention of the respectable persons of the locality/society, the parties have arrived at an amicable settlement and the parties to the present petition have already settled their all disputes and differences against each other both the parties i.e. the petitioners and the respondent No.2 have voluntarily, peacefully and amicably settled all their disputes without any Coercion, pressure, undue influence, force, mis-representation or Mistake with respect to the present case and both the parties has executed a compromise deed has been also executed on 18.07.2024. All the parties are present in court and have duly been identified by the IO.

5. It is settled that the inherent powers under section 482 of the Code of Criminal Procedure, 1973 are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties.
6. In the case of *Narinder Singh & Ors. V. State of Punjab & Anr.* (2014) 6 SCC 466 it was inter alia held that criminal cases having overwhelmingly and predominantly civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly it is a private dispute and parties have settled the matter.



7. 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. No purpose will be served in continuing with the trial.
8. In view of the above, FIR No.482/2017 registered at PS Mukherjee Nagar under Sections 354/506/509/354B/323/34IPC, Delhi and all the other proceedings emanating therefrom are quashed.
9. The present petition along with all the pending applications, if any, stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 25, 2024

Pallavi/ht