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

+ **CRL.M.C. 8973/2023 & CRL.M.As. 33569-571/2023**

DHARMENDER GUJJAR

..... Petitioner

Through: Mr. Parmil Kumar, Mr. Ganshyam
Nagar, Mr. Devender Kasana,
Advocates with petitioner in person.

versus

**STATE GOVT. OF NCT
OF DELHI AND ORS.**

..... Respondent

Through: Mr. Nawal Kishore Jha, APP for State
with SI Krantiveer PS Madhu Vihar,
Delhi.
Mr. Rahul Rohilla, Advocate for
respondent Nos.2 and 3 with
respondent Nos.2 and 3 in person

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

14.03.2024

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1. The present proceedings are instituted under Section 482 Cr.P.C. seeking quashing of FIR No.367/2012 registered under Sections 308/323/506/34 IPC at Police Station Madhu Vihar, Delhi on the ground that the parties have amicably settled their disputes.
2. As per the allegations levelled in the FIR, the petitioner caused injuries with lathi & danda and misbehaved with respondent Nos.2 and 3.
3. Mr. Nawal Kishore Jha, learned APP for the State, on instructions, submits that the petitioner is the only accused and respondent Nos.2 and 3 are the only complainants/victims.
4. Learned counsel for the petitioner submits that the parties have amicably settled their disputes vide Memorandum of



Understanding/Compromise Deed dated 25.08.2023. As per the terms of settlement, the petitioner had agreed to pay Rs.2,50,000/- to respondent Nos. 2 and 3 as full and final settlement. Out of the settlement amount, the balance amount of Rs.1,00,000 lacs is being paid today through demand draft bearing No. 988015 dated 17.02.2024 drawn on Yes Bank, Santa Cruz, Mumbai. In terms of the said settlement, complainants/victims are now left with no claim or grievance against the petitioner.

5. The petitioner and respondent Nos. 2 and 3, who are present in Court, have been identified by their respective counsels as well as the I.O./ SI Krantiveer PS Madhu Vihar, Delhi.

6. The petitioner has shown remorse for his conduct and undertakes not to repeat the same in future. Respondent Nos. 2 and 3 also states that they have entered into the aforementioned MoU/Settlement Deed out of their own free will, volition and without any coercion. They further state that they have no objection if the present FIR and consequent proceedings are quashed subject to encashment of the demand draft handed over today.

7. The parties shall remain bound by the statements made in Court today.

8. In view of the above facts and considering that no useful purpose will be served in continuance of the proceedings, it is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed subject to encashment of the demand draft and further subject to payment of cost of Rs.20,000/- to be deposited by the petitioner with the Delhi State Legal Services Authority within a period of two weeks from today. The amount so deposited shall be utilized by the Delhi State Legal Services Authority for providing counselling/psychological support to POCSO



victims requiring such assistance.

9. Proof evidencing receipt of deposit shall be filed with the I.O. as well as in Court.

10. A copy of this order be communicated to the Member Secretary, Delhi State Legal Services Authority for intimation.

11. With the above directions, the petition is disposed of alongwith miscellaneous application.

12. In case receipt of cost is not filed within two weeks, the matter be placed before the Court.

MANOJ KUMAR OHRI, J

MARCH 14, 2024/rd