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

+ **CRL.M.C. 6684/2024**

NEERAJ KUMAR SHOKEEN

.....Petitioner

Through: Mr. Sarthak Kumar, Mr. Naveen
Prasher, Advs.

versus

STATE (GOVT. OF NCT OF DELHI) & ANR.Respondents

Through: Ms. Kiran Bairwa, APP for State with
SI Nitish Kumar, PS Mangolpuri
Mr. Ajay Malhotra, Mr. Angad Singh
Khanna, Advs. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

28.08.2024

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CRL.M.A. 25518/2024 (exemption)

Exemption allowed, subject to all just exceptions.

Application stands disposed.

CRL.M.C. 6684/2024

1. The present petition has been filed for quashing of FIR No. 716/2010 under Section 448/380/506/34 IPC at PS Mangol Puri.
2. The FIR was lodged on the statement of Respondent No. 2. The facts in brief are that the Respondent No. 2 purchased property measuring 500 sq. yards out of the property bearing no. Khasra no.70/1/2 Village Mongolpur Kalan, Delhi against valid consideration from M/s Shakti



Apparels Pvt. Ltd., through its director Sh. Sudhir Gupta vide registered sale deed dated 04.06.2008. The possession was duly handed over to the respondent no.2. Subsequently, Respondent No. 2 purchased another portion of the property measuring 250 sq. yards out of Khasra No. 70/1/2 from Mrs.Sushma Gupta vide sale deed dated 17.04.2009. The possession was also duly handed over. However, the dispute arose when the respondent no.2 started raising construction over the property. This led to the registration of the present FIR. Subsequently, the parties were also locked in the civil litigation bearing CS No.223/2010 titled as “*Neeraj Kumar Shokeen vs. Preeti Nalwa*” which was dismissed vide order dated 07.10.2013 by learned Senior Civil Judge (North-West) Rohini Courts, Delhi. The appeal RCA no.54/2014 was also dismissed by ADJ-03, North West Rohini Courts, Delhi vide order dated 21.11.2017.

3. However, learned counsel for the the petitioner states that the parties have now settled the matter vide Memorandum of Deed dated 12.07.2024 on the following terms and conditions:

“1.That the Second Party, Neeraj Kumar Shokeen hereby confirm and admit that the First Party Preeti Nalwa has purchased the above said property measuring 750 sq. yds. out of the Khasra no.70/1/2, Village Mangolpur Kalan, Delhi vide above mentioned duly registered Sale Deeds both dated 04.06.2008. The Second Party, Neeraj Kumar Shokeen hereby further confirms and admits the possession of the First Party Preeti Nalwa over and above the said property out of the Khasra no.70/1/2, Village Mangolpur Kalan, Delhi, as shown Red in Colour in the annexed Site Plan. The Second Party, Neeraj Kumar Shokeen hereby further confirms that the said property, as shown Red in Colour in the annexed Site Plan and structure thereupon belong and owned exclusively by First Party Preeti Nalwa.



2. *That the Second Party, Neeraj Kumar Shokeen further undertake not to dispute the said Sale Deeds both dated 04.06.2008 in future, in any manner whatsoever; he further undertake not to claim any right, title and interest and possession in respect of the said property out of the property bearing Khasra no.70/1/2, Village Mangolpur Kalan, Delhi, as shown Red in Colour in the annexed Site Plan or any portion thereof against the First Party.*
3. *That the Second Party, Neeraj Kumar Shokeen further undertake and agreed not to file any claim, suit or petition of any nature or take any action against the First Party in respect of the said property out of the property bearing Khasra no.70/1/2, Village Mangolpur Kalan, Delhi, as shown Red in Colour in the annexed Site Plan and recognize, admit and confirm the First Party Preeti Nalwa as absolute owner in possession of the said Property and First Party Preeti Nalwa is entitled to enjoy the uninterrupted possession of the same as absolute owner thereof.*
4. *That the Second Party, Neeraj Kumar Shokeen hereby further declare that he has no objection in case First Party Mrs. Preeti Nalwa raises any construction of any nature on her above said property out of the property bearing Khasra no.70/1/2, Village Mangolpur Kalan, Delhi, as shown Red in Colour in the annexed Site Plan.*
5. *That similarly First Party Mrs. Preeti Nalwa hereby also declares that she has no objection in case the Second Party, Neeraj Kumar Shokeen raises construction on his property adjoining the property of First party.*
6. *That it is agreed by the parties that the present Settlement Agreement/MOS shall be filed by the Parties and they shall make their respective statements on oath in the above said matter titled "State Vs Neeraj Kumar" is pending adjudication before the Court of Sh. Rishabh Kapoor, Ld. Metropolitan Magistrate-05. (North-West), Rohini Court, Delhi in respect of the above said FIR bearing no. 716 of 2010 and they shall remain bound with the Terms and Condition of the present Settlement Agreement.*
7. *That the parties out of their own free will, consent and accord without any force, coercion, undue influence, have mutually agreed and signed the present agreement. The parties to the*



present settlement agreement affirm that they have understood the terms of the present settlement agreement. The parties to the present settlement agreement agreed and undertake that they shall remain bound by terms and conditions of the present settlement agreement and undertakes to abide by the terms and conditions set out in the present settlement agreement and not to dispute the same hereinafter in future.

8. That on the execution of the present settlement agreement, it is agreed and made clear that there shall not remain any dispute pending or unresolved between the parties. All the disputes between the parties shall stand fully resolved and compromised and none of the party shall be left with any claim, right or interest of any nature against each other.

9. That the parties are independent and have the authority along with competence to execute the present agreement and their authority and competence is without any legal defects.

10. That the First Party Preeti Nalwa has agreed to quash the FIR bearing no.716 of 2010 and matter titled State Vs Neeraj Kumar pending adjudication before the Court of Sh. Rishabh Kapoor, Ld. Metropolitan Magistrate-05, (North-West), Rohini Court, Delhi.

11. That the parties to the present MOS shall remain bound by terms and conditions of the settlement agreement and undertakes to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

4. It is settled that the inherent powers under section 482 of the Code 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. In the case of ***Paramjeet Batra v. State of Uttarakhand*** (2013) 11 SCC 673, the Supreme Court recognized that although the inherent powers of a High Court under Section 482 of the Code of Criminal Procedure should be exercised sparingly, yet the High Court must not hesitate in quashing



such criminal proceedings which are essentially of a civil nature.

5. The parties are present in court and have been duly identified by the IO. Both the parties state that it was a civil dispute which has now been amicably settled between the parties. Respondent no.2 states that she has entered into the settlement voluntarily without any force, fear or coercion. However, since the present litigation has taken the precious time of the court and justice system which is around 15 years, the petitioner is burdened with a cost of Rs.20,000/- to be deposited with the Advocates Welfare Fund.
6. In view of the above, FIR No. 716/2010 registered under Section 448/380/506/34 IPC at PS Mangol Puri and all the other proceedings emanating therefrom are quashed.
7. With the above directions, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 28, 2024

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