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

+ CRL.M.C. 6797/2024, CRL.M.A. 25947/2024

SUNIL KUMAR & ORS.

.....Petitioners

Through: Ms. Riya Goel, Adv. with petitioners.

versus

THE STATE OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Priyanka Dalal, APP for State
and SI Chetan, PS Begampur, Delhi.
Mr. Manish Sharma, Adv. with R-2.

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+ CRL.M.C. 7560/2024, CRL.M.A. 28856/2024

PUSHPENDER

.....Petitioner

Through: Mr. Manish Sharma, Adv. with
petitioner.

versus

THE STATE GOVT. OF NCT OF DELHI AND ORS.

.....Respondents

Through: Ms. Priyanka Dalal, APP for State
and SI Chetan, PS Begampur, Delhi.
Ms. Riya Goel, Adv. with R-2 to 4.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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07.11.2024

1. The present petitions have been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 138/2018 dated 17.03.2018 under Section 323/341/506/34 IPC registered at PS Begampur, Delhi and FIR No. 136/2018 dated 17.03.2018 under Section 308/323/325/34 IPC registered at PS Begampur, Delhi and all other proceedings emanating



therefrom on the basis of settlement entered into between the parties.

2. Learned counsel submits that FIR No. 136/2018 was lodged on the statement of Sh. Satish Kumar And FIR No. 138/2018 was lodged on the statement of Sh. Raj Kumar Sharma subsequent to an altercation and quarrel between the parties and their families.
3. On the last date of hearing, it was informed that Sh. Raj Kumar Sharma has expired.
4. Learned APP for the State has filed the death verification report and submits that as per verification report Sh. Raj Kumar Sharma has died on 13.12.2021.
5. Let the death verification report be placed on record.
6. Parties are present in the Court and submits that they have entered into a settlement vide settlement deed dated 22.05.2024 on the following terms and conditions:

“1. That the parties have agreed to end their respective complaint cases and get quashed the respective First Information Reports and consequential proceedings against them through the Hon'ble High Court of Delhi, as per law. For which the complainant party has agree to co-operate in the manner legally available with them, as per law.

2. That it is agreed and clarified between the parties that by way of present settlement no dispute about the aforesaid cases shall remain pending between the parties and the settlement is arrived at between the parties in following terms and conditions: -

I. That the parties shall prefer for quashing of their FIR no. 136/2018 and FIR no. 138/2018 both of PS: Begum Pur, Delhi as per law, before the Hon'be High Court of Delhi by way of their respective petition/s under section 482 Cr.P.C. for quashing of FIR and



consequential proceedings thereto.

II. That in the Case SC/22/2019, registered vide FIR no. 136/2018, PS.: Begum Pur, Delhi. The complainant Sh. Satish Kumar, Smt. Monika and Sh. Sagar of the Second Party has agreed to give their consent and co-operation for quashing of the FIR no. 136/2018, PS: Begum Pur, Delhi before the Hon'ble High Court of Delhi, as per law.

III. That in the Case SC/195/2024, registered vide FIR no. 138/2018, PS.: Begum Pur, Delhi. The complainant Sh. Pushpender / First Party has agreed to give his consent and co-operation for quashing of the FIR no. 138/2018, PS: Begum Pur, Delhi before the Hon'ble High Court of Delhi, as per law.

3. It is also agreed / clarified that after quashing of the above said FIR/s no. 136/2018 and 138/2018 both of P.S.: Begum Pur, Delhi and consequential proceedings thereto, both the parties shall be left with no claim what so ever against the other party Or its family member/s in respect to the above mentioned cases Or any other claim of any sort/kind in any manner what so ever.

4. It is agreed between the parties that they have understood the terms and conditions of the settlement in vernacular.

5. It is agreed between the parties that they shall remain bound down with the aforementioned terms and conditions as mentioned in the settlement.

6. The parties have agreed on each and every terms as recorded in the settlement agreement after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof. As also the consequences of the breach thereof.

7. The terms and conditions mentioned in the settlement have been understood in vernacular. The above settlement is



arrived at between the parties out of their own free will, consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both law and fact) in any form what so ever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”

7. Learned APP for the State on instructions states that there is no other involvement of the parties.
8. Both parties are present in court and have duly been identified by the IO. Furthermore, the parties state that they have entered the settlement voluntarily without any fear, force or coercion and have no objection to the FIR's being quashed..
9. 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.
10. In view of the above, FIR No. 138/2018 dated 17.03.2018 under Section 323/341/506/34 IPC registered at PS Begampur, Delhi and FIR No. 136/2018 dated 17.03.2018 under Section 308/323/325/34 IPC registered at PS Begampur, Delhi and all the other proceedings emanating therefrom are quashed.
11. The present petitions along with pending applications stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 7, 2024/AR/KR..