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

+ **CRL.M.C. 7011/2024**

MAHESH KUMAR & ORS.

.....Petitioners

Through: Mr. Pradyumna Singh (D/360-A/1981), Advocate.

versus

THE STATE (GOVT. OF NCT OF DELHI) & ORS.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
Mr. Suresh Chandra (D-2532/D/99)
and Ms. Surekha Rani (D-7466/245),
Advocates in person
SI Dinesh Kumar (D-5961), PS Nand
Nagri

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **05.09.2024**

CRL.M.A. 26751/2024 (Exemption)

Allowed, subject to all just exceptions.

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1. Petitioners have approached this Court seeking quashing of FIR No.135/2013, dated 14.03.2013, registered at Police Station Nand Nagri, for offences under Sections 323/452/506/34 IPC, on the ground that the matter has been settled between the parties.

2. The present Petition has been filed for quashing of the aforementioned FIR on the ground that the parties have entered into a settlement agreement dated 02.08.2024, arrived at between the parties before the Delhi Mediation Centre, Karkardooma Courts. Relevant portion of the settlement agreement

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reads as under:

“7. Terms & Schedule of Settlement

After understanding the process of mediation, aforesaid legal position involved in the settlement. the parties have arrived at an amicable settlement on the terms and conditions as under:-

(i). The parties have settled all the above stated matters amongst themselves and have agreed that Sh. Mahesh Sharma @ Mahesh Kumar shall not raise any right, title or interest in the demised shop and the possession of the demised shop shall remain with Smt. Surekha Rani and Sh.Suresh Chandra.

(ii). It is further agreed between the parties that they shall seek appropriate relief by way of quashing petition under section 482 Cr.P.C (in matter No. 2) on or before 27.08.2024 and Smt. Surekha Rani shall cooperate in quashing of FIR No. 135/2013 with the respondents namely Sh. Mahesh Sharma @ Mahesh Kumar, Sh. Deepak, Sh. Surender @ Sarvender and Smt. Raj Kumari in quashing of FIR No. 135/2013 (matter no. 2) including filing of affidavit and appearance in the Hon'ble High Court for the said purpose.

(iii). It is agreed between the parties that Sh. Mahesh Sharma @Mahesh Kumar shall hand over the aforesaid original GPA qua the demised shop to Smt. Surekha Sharma before the Hon'ble High Court at the time of quashing of FIR No. 135/2013 (matter no. 2). It is agreed between the parties that Sh. Mahesh Sharma @ Mahesh Kumar shall not raise any claim/litigate with respect to aforesaid GPA in future against Smt. Surekha Rani and Sh. Suresh Chandra.



(iv). *It is agreed between the parties that in pursuance of the present settlement, Sh. Mahesh Sharma shall withdraw his civil suit (matter no. 1) & complaint under Section 200 Cr.PC from the respective courts concerned by making appropriate statement on 13.08.2024.*

(v). *The parties have agreed that the present settlement is subject to aforesaid legal position regarding its enforceability as explained hereinabove.*

8. Breach

It is agreed between the parties that in case of willful breach/violation/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings under section 2(b) of the Contempt of Courts Act, 1971 or aggrieved party may proceed against him in accordance with law.

9. Liability

It is agreed between the parties that on fulfillment of the above terms by the parties, the parties shall not be left with any claims whatsoever in nature against each other qua the present matter and shall not raise any such claim against each other in future.

10. Free Consent of the parties

The parties, unequivocally declare that they have executed this agreement voluntarily, after fully understanding and appreciating the contents, scope, and effect thereof, as well as the consequences of the breach thereof along with the



legal position explained hereinabove. They further declare that they are signing this agreement voluntarily after examining all probabilities and implications thereof and without any kind of force, pressure, undue influence, misrepresentation mistake (both of law and fact), in any form, whatsoever, from any quarter. They undertake that they shall abide by and be bound by the agreed terms/stipulations of this settlement agreement.”

3. The Petitioners and Respondents No.2 & 3/Complainants are present in Court. The Petitioners have been identified by their Counsel and the Investigating Officer. Respondents No.2 & 3/Complainants have also filed an affidavit affirming the fact that all the disputes with the Petitioners have been amicably settled. Original GPA of the demised property has been handedover to the Complainants during the course of hearing. The Complainants state that they have settled all their disputes with the Petitioners out of their own free will, without pressure, coercion or undue influence.

4. In view of the mutual settlement arrived at between the parties and in view of the fact that the instant case is squarely covered by the law laid down by the Supreme Court in Gian Singh vs. State of Punjab, (2012) 10 SCC 303, and to ensure peace and harmony between the parties, this Court is satisfied that no useful purpose will be served in continuing with the present proceedings. Resultantly, FIR No.135/2013, dated 14.03.2013, registered at Police Station Nand Nagri, for offences under Sections 323/452/506/34 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the mutual settlement and the



undertaking given to the Court.

5. The Petition stands disposed of in above terms. Pending applications, if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

SEPTEMBER 5, 2024

Rahul