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

+ W.P.(CRL) 2913/2024

MOHAMMAD ANEES & ORS.

.....Petitioners

Through: Mr. Narender Mann, Mr. Shailesh
Chandra Jha, Mr. Vignsh, Advs. with
petitioners.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Ms. Rupali Bandhopadhyay, ASC
with SI Parul, PS Shashtri Park

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+ CRL.M.C. 7016/2024

SHANEY ABBAS AND ORS

.....Petitioners

Through: Mr. Ranbir Singh, Adv.(VC) with
petitioners

versus

THE STATE(GOVT OF NCT OF DELHI) AND ANR...Respondents

Through: Mr. Kiran Bairwa, APP for the State
Ms. Tara Narula, Adv. for R-2 with
R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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20.09.2024

CRL.M.A. 28497/2024 (exemption) in W.P.(CRL) 2913/2024

CRL.M.A. 26770/2024 (exemption) in CRL.M.C. 7016/2024

Exemptions are allowed subject to all just exceptions.

W.P.(CRL) 2913/2024 and CRL.M.C. 7016/2024

1. Both the petitions have been filed seeking quashing of FIR Nos. being
FIR No.603/2022 dated 07.07.2022 registered at PS Shashtri Park,
Delhi under Sections 354/451/323/509/506/34 IPC in W.P.(CRL)



2913/2024 and FIR No. 601/2022 dated 07.07.2022 registered under Section 354/354B/451/323/34 IPC at PS Shastri Park, Delhi in CRL.M.C. 7016/2024 on basis of mutual settlement.

2. Learned counsel for the parties submit that both the parties are closely related to each other and there was a civil/property dispute between the parties which led to the registration of the present FIR at the heat of the moment. Learned counsel submits that there was no incident after the present incident amongst the parties. The learned submits that since the parties are settled the matter, FIR No. 603/2022 dated 07.07.2022 registered at PS Shashtri Park, Delhi under Sections 354/451/323/509/506/34 IPC in W.P.(CRL) 2913/2024 and FIR No. 601/2022 dated 07.07.2022 registered under Section 354/354B/451/323/34 IPC at PS Shastri Park, Delhi in CRL.M.C. 7016/2024.
3. The compromise deed dated 04.05.2024 already on the record which reads as follows;

MEMORANDUM OF UNDERSTANDING/COMPROMISE DEED

THIS MOU/COMPROMISE Deed is executed at Delhi on 4th day of May 2024, between:-

1. **Shamey Akhtar**, (Aged about 35 years), S/o Mr. Ahmad Hassan, R/o PL No- 16-173, Street no. 30, Brahmapur, North East, Delhi
2. **Mohd. Javed @ Gufdar**, (Aged about 46 years), S/o Makenudulla, R/o Ds- 444/1, Buland Masjid, Shastri Park, Under Mandu, North East Delhi, Delhi - 110055
3. **Md. Idris**, (Aged about 56 years), S/o Mohd. Akhtar Ali, R/o House no. E-11/D-11, Buland Masjid, Subart Park, North East Delhi - 110055
4. **Salman**, S/o Md. Javed, R/o House no. D-44/1, Buland Masjid, Shastri Park, North East, Delhi - 110055
5. **Neha**, D/o Md. Idris, R/o House no. E-11/D-11, Buland Masjid, Subart Park, North East Delhi - 110055
6. **Nisha**, D/o Md. Idris, R/o House no. E-11/D-11, Buland Masjid, Subart Park, North East Delhi - 110055 (Hereinafter called the first party)

And

1. **P. Dn XXXX**, S/o XXXXXX (Hereinafter called the second party):

Whereas on 07.07.2022, an FIR bearing No. 601/2022, 12a 33d/354B/451/323/34 IPC at P.S. Shastri Park, Delhi, was registered against the First party on the statement of Second party.

Whereas, now both the parties have amicably settled all their disputes with the help of friends and relatives in respect aforesaid memorandum on the following terms and conditions:-



- i) That the both parties does not want to pursue the aforesaid FIR in further manner as both the parties have amicably settled all their disputes with each other.
- ii) That the First party will file quashing petition before the Hon'ble High Court of Delhi, regarding quashing of the aforesaid FIR and the second party shall fully cooperate with each other in proceeding of quashing of aforesaid FIR.
- iii) That the both party shall present themselves before the Hon'ble High Court of Delhi to make statement with regard to the testimony of the present MOU/Compromise Deed.
- iv) That after quashing of the aforesaid FIR, the both parties or their legal heirs will have no claim in respect of aforesaid FIR/incident in future against the both parties or their legal heirs.
- v) That the present compromise deed/MOU is subject to the fulfillment of aforesaid terms and conditions.
- vi) That all the complaints, cases, etc. if any, filed by the both parties before any court of law, tribunal, forum, authority etc. or before the police station or in any other department or authority shall be treated as withdrawn as compromised and shall be treated as null and void after quashing the aforesaid FIR.

4. In the case of ***Ramgopal and Anr. v. The State of Madhya Pradesh*** (CRL.A. No. 1489 of 2012), dated 29.09.2021, the Supreme Court *inter alia* held that FIRs can be quashed in cases where the dispute is personal or civil in nature and does not affect public law or societal interests. This ruling aims to prevent unnecessary litigation, especially in private matters. The Court emphasized the value of promoting harmony through settlements in disputes such as matrimonial or property issues. However, it clarified that serious crimes like murder or rape, which have wider societal implications, cannot be quashed through private settlements. This distinction ensures that public interest is upheld in cases of grave offenses.
5. 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

6. The statements of both the complainants have been recorded jointly in this regard. Both the parties submit that they have entered into the settlement without fear, force or coercion. IO has duly identified the parties.
7. In view of the above, FIR Nos. being FIR No. 603/2022 dated 07.07.2022 registered at PS Shashtri Park, Delhi under Sections 354/451/323/509/506/34 IPC in W.P.(CRL) 2913/2024 and FIR No. 601/2022 dated 07.07.2022 registered under Section 354/354B/451/323/34 IPC at PS Shastri Park, Delhi in CRL.M.C. 7016/2024 and all the other proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

SEPTEMBER 20, 2024

Pallavi/DG