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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2997/2024 & CRL.M.A. 29183/2024**

AJEET PAL SINGH & ORS.

.....Petitioners

Through: Mr.Ashish Negi and Mr.Satish
Sharma, Advocates

versus

THE STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr.Yasir Rauf Ansari, ASC with
Mr.Alok Sharma and Mr.Vasu
Agarwal, Advocates for State
alongwith ASI Manoj Kumar, P.S.-
Farsh Bazar and SI Vivek Yadav,
P.S.-M.S.Park
Mr.Puran Sharma and Mr.Bharat
Sharma, Advocates for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
25.11.2024

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1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 for quashing of FIR No. 197/2022 dated 18.03.2022 for offences punishable under Sections 436/506 IPC registered at Police Station Mansarovar Park, and all the other proceedings emanating therefrom.
2. Briefly stated the facts are that respondent No.2 operates a grocery shop. On 18.03.2022, at approximately 12:45 AM, the market watchman informed him that an unknown individual wearing a helmet had thrown two petrol bombs at the shutter of the shop of the respondent no.2, thereby causing a fire. Subsequently, on 05.07.2022,



chargesheet has been filed. On 17.03.2023, the FSL report was prepared with respect to the present FIR which shows that no kerosene and its residue were detected.

3. Both the parties are present in Court and have been duly identified by the Investigation Officer. Respondents No. 2 submits that he has family relations with the petitioners for the last 40 years and therefore, he does not wish to pursue the matter further. He further states that they have entered into the settlement voluntarily without any fear, force, or coercion and has no objection if the FIR No. 197/2022 for offences punishable under Sections 436/506 IPC registered at Police Station Mansarovar Park, and all the other proceedings emanating therefrom are quashed.
4. Both the parties have now entered into a settlement deed dated 10.09.2024 on the following terms and conditions:-

“(a) That the First Party and the Second Party have mutually agreed to resolve all their disputes pertaining to the instant complaint, and to spend their lives with peace and harmony;

(b) That the Second Party has apologized to him, and in turn the First Party has accepted the apology so tendered by the Second Party to him and has forgiven him.

(c) That the First Party will give the statement / no objection the Hon'ble Delhi High Court for quashing of FIR No.197/2022 u/s 436/506 of IPC registered at P .S. Mansarovar Park, Delhi, and consequential proceedings. It has also been agreed that the First Party shall cooperate in all possible manner including signing of the no objection affidavit and appearance before the Hon'ble Delhi High Court for the said purpose. It is also agreed that the quashing proceedings will be filed within 15 days of the execution of MOU.

(e) That the First Party shall not claim/raise any demand of



compensation etc. whatsoever in future from the Second Party in any court of law or Authority, and if he does so, the same shall be treated as void ab-initio.

(f) That both the Party shall withdraw all the complaints/cases, if any, against each other and they further shall not file any complaint/litigation against each other in future regarding the present disputes.

(2) That all the disputes between the First Party and Second Party have now resolved, and the First Party and the Second Party shall not interfere in any manner in the lives of each other.

(3) That the present Agreement / MOU signed and executed between the Party without any pressure, undue influence, and coercion or threat from any corner and both the Party have executed this MOU with their own free will and consent with the intervention of common friends and relatives.

(4) That both the Party undertake not to initiate any proceedings in any manner in any court of Law regarding their previous disputes, after entering into the present Agreement.

(5) That both the Party undertake to abide by the terms and conditions of the present MOU whole heartedly.”

5. The High Court is the highest Court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the High Court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
6. The Courts have repeatedly held that if the dispute is private in nature



and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.

7. In the case of ***Narinder Singh &Ors. V. State of Punjab &Anr.*** (2014) 6 SCC 466, it was *inter-alia* held that criminal cases having overwhelmingly and predominantly of civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly, it is a private dispute, and the parties have settled the matter.
8. Taking into account the totality of facts and circumstances of the case, this Court considers that as the parties have entered into an amicable settlement vide settlement deed dated 10.09.2024 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.
9. In view of the above, FIR No. 197/2022 for offences punishable under Sections 436/506 IPC registered at Police Station Mansarovar Park, and all the other proceedings emanating therefrom are quashed, subject to the imposition on petitioners of cost of Rs.20,000/-each to be deposited in the name of Delhi High Court Bar Association.
10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 25, 2024/Dy/kr..