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

+ **CRL.M.C. 7752/2024**

MAHESH CHOPRA & ANR.

.....Petitioners

Through: Mr. Vineet Jindal, Ms. Urvashi, Advs.
with petitioners.

versus

STATE NCT OF DELHI THROUGH SHO & ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
with SI T. K. Lal, PS M. Enclave
Ms. Akshita, Ms. Richa Pandey,
Advs. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

01.10.2024

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CRL.M.A. 29588/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 7752/2024

1. The present petition has been filed seeking quashing of FIR No. 0366/2024 registered at PS Mourya Enclave, Delhi. The respondent No.2/complainant has alleged that the on the date of incident, while he was riding on his motorcycle no. TVS No. UP 27 BM 6620 is hit against the car bearing No. PB 10JB 9365 being driven by the petitioner No.1 which led to the registration of the FIR between the parties. Allegedly, the petitioner snatched the purse of the respondent No.2 containing Rs.12, 000/- .However both the parties state that they



have entered into the settlement.

2. The Settlement vide MOU dated 03.07.2024 on following terms and conditions;

WHEREAS in the month of July 2024, the first party lodges a FIR No, 366/2024 U/Sec. 304/3(5) BNS, with Police Station Mourya Enclave, Delhi, was registered on dated 2.07.2024 due to a misunderstanding between the parties. The first party Mahesh Chopra has been represented through his parokar Sh. Kewal Ahuja.

WHEREAS the first party has approached the second party to settle the matter to which the second party has agreed. The second party, having satisfied, with the undertaken and assured performance & conduct of the first party, shall cooperate with the accused second party in getting the above said criminal case compounded/quashed from a competent Court of law.

WHEREAS the second party, in keeping with the above-said settlement the second party already returned Rs. 12,000/- which was received by the first party for damage to his car by the second party .

That the second party undertakes that he has no objection to the bail granted to the first party as the present matter has been aggravated due to the heat of the moment and the second party has no complaint against the first party.

AND WHEREAS the parties on their own accord, free will, volition voluntarily, in perfect senses, disposing mind, without any kind of pressure, inducement, coercion, compulsion, force or fraud etc., and with the intervention of respectable, common friends, neighbors, members etc., the parties have settled their disputes, grievances and complainants. In terms amicable settlement and compromise, the first party hereby tenders unconditional apology of their acts in incident to the complaint in the presence of neighbors and respectable .

The second party has agreed to compound/quashed the offences



complained against the complained against the accused voluntarily. He does not wish to further prosecute against the accused in this case in the Ld. Court concerned. Now, the second party has no complaint, grievances, disputes against the second party. Both parties have agreed to live peacefully and shall not do any act, deed, or thing, adverse to the interest and right of others.

That the second party under take not to oppose and having no objection if the bail application filed by the second party allowed by the Hon'ble Court .

The first party undertakes that he shall not give any chance of complaint about his conduct, behavior, attitude, dealings towards the first party. The second party also undertakes not to repeat his previous conduct and behavior towards the second party.

The second party undertakes to be present, sign, verify, file and proceed with the requisite apply captions, affidavits, statements etc. to be present in person before the Hon'ble Court and cooperate the first party for getting the said F .I.R. and proceedings

hereof quashed before the Hon'ble High Court of Delhi, against the first party, as and when so directed by the Hon'ble Court.

3. In ***Narinder Singh v. State of Punjab*** (2014) 6 SCC 466, the Supreme Court held that criminal cases involving personal disputes, particularly those arising out of matrimonial or property disputes, can be quashed if the parties reach a genuine compromise, provided the offence is not heinous or serious in nature. The Court emphasized that the interest of justice and public peace should be considered when deciding whether to quash a case.
4. In ***Parbhatbhai Aahir v. State of Gujarat*** (2017) 9 SCC 641, the Court reiterated that quashing of criminal proceedings in non-



compoundable offences should be allowed in cases where the dispute is private and does not affect public interest. The decision to quash should depend on the nature of the offence, the harm caused, and the voluntary settlement between the parties. Both judgments stress that compromise in personal disputes may be allowed to avoid unnecessary litigation, but not in cases of serious offences that impact public order or morality. IO has identified the parties and submits that there is no other involvement between the parties except the present FIR.

5. In the facts and circumstances of the case, FIR No. 0366/2024 registered at PS Maurya Enclave, Delhi, and all related proceedings are hereby quashed, subject to each petitioner depositing a cost of Rs. 5,000/- with the Delhi High Court Advocate's Welfare Trust within one week.
6. In view of the above, the present petition stands disposed of.
7. Compliance report be filed.

DINESH KUMAR SHARMA, J

OCTOBER 1, 2024

Pallavi/NA