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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(CRL) 3117/2024

RAJKUMAR MAURYA & ANR.

.....Petitioners

Through: Mr.Satish Panchal and Ms.Muskaan
Deswal, Advocates alongwith
petitioners

versus

STATE - GOVT. OF NCT OF DELHI & ANR.Respondents

Through: Mr.Anand V.Khatri, ASC for
GNCTD alongwith SI Ankit Sagar,
P.S.-Neb Sarai
Ms.Sadhna Devrani, Advocate for R-
2 alongwith R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.11.2024

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1. The present petition has been filed seeking quashing of FIR bearing No. 653/2022 dated 04.11.2022 registered at Police Station Neb Sarai Delhi for offences punishable under Sections 323/341/34 IPC.
2. Briefly stated the facts of the case are that in November, 2021, Petitioner No.2, for his household personal needs, had taken a friendly loan of Rs. 2,50,000/- from Respondent No.2 and gave an undated cheque, signed by him, bearing No. 000465 drawn at ICICI Bank, Saket Branch, Delhi to the Respondent No.2 as security. On 04.11.2022, respondent No.2 went to the house of Petitioners for the payment of Loan Amount and an altercation took place in between the



parties, in which Respondent No.2 and Petitioner No.2 got injured. Subsequently, the FIR in question was registered against the petitioners. The chargesheet has not been filed yet as the investigation is pending. However, Section 308 IPC has been invoked.

3. Learned Counsel for the petitioner submits that during the pendency of the proceedings, both parties have entered into a settlement deed dated 27.09.2024, on the following terms and conditions:-

“1 .) That the Full and final settlement amount of Rs. 3,00,000/- (Rs. Three Lacs Only) has been received by the Second Party through online transaction made by Mr. Vijay Kumar Moria in lieu of settlement of all cases, litigation, disputes and complaints between parties on various dates as mentioned above.

2.) That the First Party shall move the Hon'ble High Court of Delhi for quashing the said FIR No. 653/2022, P.S.: Neb Sarai and consequential proceedings arising out of the said FIR, on the basis of the present Settlement Agreement arrived between the First Party and the Second Party within ten days of signing this Settlement Agreement Deed. The Second Party undertakes to cooperate in this regard by giving his No-Objection, affidavit etc. and by appearing before the Hon'ble High Court and making a statement to the said effect.

3.) Either of the parties, after payment of the full settlement amount by the Parties of the First part to the Second Party and after execution of this Settlement Deed, shall not raise any complaint/case/representation before any judicial/quasi-judicial forum qua the above-mentioned litigations/FIR/Complaints/Dispute in any manner whatsoever.

4.) It is further agreed between the parties that if the Second Party fails to cooperate with the quashing petition for quashing the above-said FIR and consequential proceedings arising out of the said FIR in the Hon'ble High Court of Delhi, the Parties of the First part shall be at liberty to take Civil and/or Criminal action or proceedings to recover the



amount paid by them to Second Party for settlement and initiate proceedings under the Contempt of Courts Act, 1971.

5.) That the present settlement has arrived upon mutually without any pressure, force, coercion, undue influence and both the parties have agreed to resolve the abovementioned litigation and disputes between the parties in witnesses thereof.

6.) By signing this Settlement, the Parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto through this MoU/Settlement Deed

7.) That the Parties undertakes to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.”

4. 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.
5. 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.
6. Both the parties are present in Court and have duly been identified by



the Investigation Officer. Respondent No. 2 submits that he has entered into the settlement voluntarily without any fear, force, or coercion. He further states that he has received the entire settlement amount and in view thereof has no objection if the present FIR and all the proceedings emanating therefrom are quashed.

7. Taking into account the totality of facts and circumstances of the case, this Court considers that the parties have entered into an amicable settlement vide settlement deed dated 27.09.2024 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.
8. In view of the above, FIR bearing No. 653/2022 dated 04.11.2022 registered at Police Station Neb Sarai Delhi for offences punishable under Sections 323/341/34 IPC and all consequential proceedings emanating therefrom are quashed.
9. The present petition and pending application if any stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 22, 2024

Dy/smg..