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

+ **W.P.(CRL) 3153/2024**

MOHAN LAL GOYAL & ORS.

.....Petitioners

Through: Mr.Ashish Chauhan, Advocate

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Sanjay Lao, Standing Counsel for
the State

Mr.Nazim Hussain and Mohd.
Shoaib, Advocates R-2/Deepak Jain
alongwith respondents

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

10.12.2024

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1. The present petition has been filed under Article 226 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 read with Section 482 of the Code of Criminal Procedure, 1973 for quashing of FIR No. 0396/2024 registered under Sections 323/341/354/34 IPC at Police Station Vivek Vihar, and all the other proceedings emanating therefrom.
2. Briefly stated the facts are that the petitioner no.1 is the son-in-law of the petitioner no.2 and the brother-in-law of the petitioner no.3. The petitioner no.1 has a property bearing no. A-136, Vivek Vihar, Phase-1, New Delhi-110095, in the name of his mother, adjacent to the residence of the respondents no.2 to 4. Respondent no.2 lodged FIR,



is the wife of respondent no.3 and mother of respondent no.4. Respondents no.3 and 4 are also de-facto complainants as their names are mentioned in FIR as alleged injured/victim. Due to some trifling issue, a dispute took place between the petitioners and respondents no.2 to 4 leading to the registration of two cross FIRs.

3. Both parties, being neighbours and belonging to the same community, have settled the dispute amicably with the intervention of family and friends and now entered into a settlement deed dated 07.09.2024, on the following terms and conditions:

“1. That now there is no dispute, differences or disagreement of any nature whatsoever, left between both the parties and all the disputes between the parties have been settled/compromised peacefully between them without any ill-will or levelling any allegations/counter allegations against each other.

2. That both the parties have compromised their all past and present disputes qua the aforesaid FIRs without any grievance or consideration with each other.

3. That both the Parties do not want to pursue the abovementioned EERs before any concerned authority,

4. That after the compromise, no grievance is left between the First Party and Second Party.

5. That all the allegations/counter allegation as levelled by the parties against each other resulting into registration of abovesaid FIRs, have been withdrawn by the respective parties and both the parties do not intend to pursue with the respective FIRs in the future and agreed to get the same quashed/Closed through competent Court/Forum, in accordance with Law.

6. That it is agreed between the parties that both the Parties shall file quashing petitions before the Hon'ble High Court of Delhi for quashing the abovesaid their respective FIRs after the execution of the present Compromise Deed.

7. That it is also agreed between the parties that both the



parties shall cooperate with other for quashing the above mentioned FIRs before the Hon'ble Court of Delhi.

8. That after quashing of the abovementioned FIRs both the parties shall have no grievances with each other in respect of the dispute that had taken place,

9. That in case, either party fails to comply with its obligations under this Compromise Deed, the other party shall hold its right to take appropriate legal action against the other,

10. That it is also agreed between the parties that either party shall not take any action against the other party in future qua the said dispute,

11. That the terms and conditions of the present Compromise Deed are irrevocable and both the parties undertake to abide by the above said terms and conditions.

12. That the terms and conditions of the present compromise deed have been read over and understood by the Parties in their vernacular language.

13. That the Parties have no objection in quashing the above said FIRs and Parties further undertake to cooperate with each other in legal proceedings before the concerned court such as riling affidavits, making statements and any other incidental acts related to the same.

14. That the parties shall bear their own cost for quashing of the above said FIRs before the Hon'ble High Court of Delhi,

15. That the parties have arrived upon this compromise with their own free will, without any fear, pressure or undue influence with their own full satisfaction.”

4. Both the parties are present in Court and have been duly identified by the Investigation Officer. Respondent No. 2 submits that he has entered into the settlement voluntarily without any fear, force, or coercion and has no objection if the FIR No. 0396/2024 registered under Sections 323/341/354/34 IPC at Police Station Vivek Vihar, and all the other proceedings emanating therefrom are quashed.



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 07.09.2024, 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. 0396/2024 registered under Sections 323/341/354/34 IPC at Police Station Vivek Vihar, and all the other proceedings emanating therefrom are quashed, subject to the deposition of cost of Rs.10,000/- each upon the petitioners to be deposited with the Employees Welfare Fund, Delhi High Court, within four weeks from today.

10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 10, 2024

Pp/ht