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

+ **CRL.M.C. 8203/2024**

RAVINDER AND ANR.

.....Petitioners

Through: Mr.Abhishek Malhotra, Adv. with
petitioners in person.

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Pradeep Gahalot, APP for the
State.
ASI Radhey Shyam, PS Maidan
Garhi.
Complainant (through VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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18.10.2024

CRL.M.A. 31331/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 8203/2024

1. Present petition has been filed for quashing of case FIR No.378/2023 dated 16.08.2023 registered under Section 308/323/34 IPC at PS Maidan Garhi and all the other proceedings emanating therefrom.
2. The present FIR was lodged on the statement of respondent no.2. It is alleged therein that the complainant worked as a gardener and while going to work on 12.08.2023 at around 7:30 PM, respondent no.3 informed him that the petitioners were beating his brother i.e.



respondent no.4. It was alleged that petitioner no.1 had a stick while petitioner no.2 was beating with fist and blow.

3. Learned Counsel submits that during the pendency of the proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a Memorandum of Understanding dated 12.09.2024. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 378/2023 dated 16.08.2023 registered under Section 308/323/34 IPC at PS Maidan Garhi and all the other proceedings emanating therefrom.
4. I have gone through the Memorandum of Understanding dated 12.09.2024 which has been placed on record. The Memorandum of Understanding provides for the following terms and conditions:

“Whereas the party named at serial no. 1 in first party is the complainant/victim and serial no. 2 and 3 are injured/victims in case FIR No. 378/2023 DATED 16.08.2023 U/S 308/34 IPC registered at P.S. And Maidangarhi, New Delhi and second party is the accused in the said case. And first party and second party are neighbours and they know each other very well.

And whereas the above said case, against the petitioner's is pending in the Court of Ld. District Judge, South, Saket Courts, New Delhi.

And whereas during the pendency of the above said case, the matter was intervened by the parents, family members, common friends, acquaintances and elders of both the parties, as both the parties are neighbours and they know each other very well, as such due to their intervention both the parties have amicably resolved all their disputes and the second party has sought pardon from the first party and the first party have pardoned him, as such the second party has assured that he will not repeat the lapse in future in any



circumstances what-so-ever.

And whereas after this compromise-cum-settlement nothing is left unsettled between the parties to this deed and first party and second party have no grievances towards each other after this settlement. That all the disputes between first party, second party, are settled and first party has no claim/grievance against the second party.

That the second party shall not interfere in any way in the lives of the first party, so as to maintain further amicable relations and the families of both the parties being neighbours will maintain cordial relations and the parties herein shall endeavour to maintain harmony in the family and society.

That first party has no objection if the FIR lodged by him is quashed by the court of competent jurisdiction. Also, the first party shall not object the quashing of FIR application, if filed by the second party and shall be present in court to give statement affirming the terms of this settlement deed, as well as to record her no-objection to quashing of the captioned FIR. That, the first party shall not file claim/suit/complaint or initiate any judicial or quasi judicial proceedings against the second party.

The first party are ready to appear and depose in affirmation of the terms of this MOU, if required before the courts of law. Further, first and second party, shall be bound by the terms of this MOU and if any party breaches the MOU the other party shall have all its right as available in the eyes of the law.”

5. Respondent no.2/Complainant has appeared through VC and the petitioners are present in court and have been duly identified by the IO. Respondent no.2/Complainant has submitted that he has settled the matter with his own free will without any fear, force or coercion. Furthermore respondent no.2/complainant also stated that he has no objection to the present FIR being quashed.
6. It is settled that the inherent powers under section 482 of the Code of Criminal Procedure, 1973 are required to be exercised to secure the



ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. Reliance can be placed upon *Parbatbhai Aahir & Ors v. State of Gujarat & Anr.* (2017) 9 SCC 641.

7. In view of the settlement arrived at between the parties, case FIR No.378/2023 dated 16.08.2023 registered under Section 308/323/34 IPC at PS Maidan Garhi and all the other proceedings emanating therefrom is quashed.
8. The petition stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 18, 2024

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