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

+ CRL.M.C. 8929/2024

SHANTI DEVI & ANR.

.....Petitioners

Through: Mr. Dipak Issar, Adv. with
petitioners.

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State
with Inspector Ashwani, SI T K. Lal,
PS Maurya Enclave.
Ms. Neetu Bagri, Adv. for
complainant with Savita.

+ CRL.M.C. 4523/2024

GAURI @ GORI SHANKAR & ORS.

.....Petitioners

Through: Ms. Neetu Bagri, Adv with petitioners
versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State
with Inspector Ashwani, SI T K. Lal,
PS Maurya Enclave.
Mr. Dipak Issar, Adv. for
complainant with complaint

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

20.11.2024

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1. Present petitions have been filed seeking quashing of FIR No.95/2017 registered at PS Maurya Enclave under Sections 354/354(A) IPC in CRL.M.C. 8929/2024 and FIR No.94/2017 under Sections 354/354A/323/34 IPC PS Maurya Enclave in CRL.M.C. 4523/2024.



2. Learned counsels for the petitioners submit that both the parties are neighbors to each other and live in the same locality. It has been submitted that both the FIRs were lodged on the same day and arose out of the same dispute that took place near the water tap outside the house of the parties. Learned counsels submit that during the proceedings, the parties have amicably resolved all their disputes with the help and intervention of well-wishers and common friends vide settlement agreement dated 02.05. 2022 on the following terms and conditions:

A. That the matter has been amicably settled between the parties without any monetary compensation and Parties does not wish to pursue their matter and want to maintain peace and harmony with each other in view of full and final settlement of the present case.

B. That both parties have mutually agreed to give respect to each other individually, professionally and will not access to the place of residence and/or profession with mala fide intensions/causing harm with ulterior motives either directly by themselves or indirectly through their relatives, acquaintance, friends, etc.

C. That it is agreed between the parties that parties would take appropriate measures under the law for getting the present FIR(s) and its proceedings there under to be brought to end in accordance with law. For the said purpose, the parties shall make appropriate statements before the trial court and further request the concerned court to take lenient view or may take appropriate steps to put an end to litigations in accordance with the law of land.

D. That it is also agreed between the parties that the Both Parties will take necessary steps to withdraw/compound/quash the aforementioned FIRs.

E. That it has been further agreed between the parties that all the expenses/cost with regard to withdrawn/compound/quash of the



said FIR shall be borne by themselves.

F. That it is also agreed between the parties that both the parties will cooperate with each other in quashing of respective FIR, would maintain harmonious relationship and would not interfere in the life of each other and avoid any conflict.

G. That it is also agreed between the parties that both the parties assure each other that no other case or proceeding against each other is pending before any court or authority and in case if any such case or proceeding is found to be pending in future, the same shall be treated to have been compromised/settled and the parties undertake not to pursue the same in future.

H. That it is also agreed between the parties that all the disputes between the parties have been mutually/amicably settled and will focus on welfare of their children and family for better future.

I. That it is also agreed between the parties that the said deed of settlement agreement have been entered into between the parties out of their own freewill and accord, without any pressure, force, coercion, threat or any undue influence of whatsoever nature and the parties have put their respective signatures on this Settlement Agreement/Memorandum of Understanding after fully understanding the contents of the same in vernacular language.

3. Both the parties are present in court and have duly been identified by IO. The parties state that they have amicably settled all their disputes and grievances and do not wish to pursue the present complaints any further. The parties state that they are neighbours to each other and resolve to live peacefully in the future. The parties state that they have no objection if the present FIRs and all other proceedings emanating therefrom are quashed. The parties state that they are making the statement voluntarily against all claims (past, present and future) without any fear, force, undue influence or coercion.



4. In view of the above, FIR No.95/2017 registered at PS Maurya Enclave under Sections 354/354(A) IPC in CRL.M.C. 8929/2024 and FIR No.94/2017 under Sections 354/354A/323/34 IPC PS Maurya Enclave in CRL.M.C. 4523/2024 and all the proceedings therefrom are quashed.

DINESH KUMAR SHARMA, J

NOVEMBER 20, 2024

Pallavi/Smg