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

+ **CRL.M.C. 8923/2024, CRL.M.A. 34155/2024**

NEERAJ

.....Petitioner

Through: Mr. Vijay Kasana, Mr. Vishal Chaudhary, Mr.Chirag Verma, Advs. with petitioner.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Mukesh Kumar, APP for the State with SI Upendra Pandey, PS Mehrauli.

Mr. Brijesh Yadav, Ms. Nikita, Mr. Atul Yadav, Advs. for R-2 with R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

14.11.2024

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1. The present petition has been filed seeking quashing of FIR No. 386/2022, registered at PS Mehrauli under Sections 380/411 IPC and all other proceedings therefrom.
2. Briefly stated facts of the present matter are that the respondent no.2 owns a motorcycle repair shop which is on the ground floor of his house. It is alleged that, on 25.06.2022 when the respondent no.2 was sleeping, he heard a strange noise pursuant to which he came downstairs to have a look. Upon coming downstairs it is alleged that respondent no.2 saw the petitioner, who used to work in the shop itself, carrying a box of 20 litre Castor oil that he was shop-lifting and putting it in his bike. Therefore, respondent no.2 lodged the present



FIR.

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 settlement agreement dated 19.10.2024.
4. 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. 386/2022, registered at PS Mehrauli under Sections 380/411 IPC and all other proceedings therefrom are quashed.
5. I have gone through the settlement which has been placed on record. The settlement agreement dated 19.10.2024 provides for the following terms and conditions;

WHEREAS the expressions First Party & Second Party wherever they occur in the present MOU shall mean and include their legal representatives, successors, nominees, assignees, attorneys and authorized representatives etc.

WHEREAS the second party used to work as a worker in the shop of the first party and one fine day at night the first party heard some noise and when came down saw the second party taking out a carton of OIL from the shop and keeping on his motorcycle and then they stopped him and called the police and on the complaint of the first party a FIR bearing No. 386/2022 dated 25.06.2022 u/s 380/411 IPC at P.S. Mehrauli

WHEREAS the chargesheet in the matter have been filed and now the matter is pending at the point of framing of Charges before the court of Sh. Aviral Shukla, LD JMFC, Saket Courts.

WHEREAS due to intervention of well-wishers and family friends, all the disputes and differences between the parties have been resolved amicably with a view to restore peace and



harmony in their lives and in view of the settlement, FIRST Party has agreed to withdraw the above-mentioned FIR registered against the Second Party. If required, the First Party undertakes to assist the Second Party in every possible way to get the FIR quashed before the Hon'ble Court and also undertakes to file No Objection Affidavit or any other relevant document for the said purpose.

WHEREAS in view of the aforesaid terms and conditions, both the parties have resolved all their disputes and differences fully and finally and they have no grievance or claim of any nature against each other. First Party undertake to withdraw the proceedings against the First Party and further undertakes not to file any civil or criminal proceedings against each other in future.

AND WHEREAS both the parties have assured each other that they have not filed any other case(s) against each other apart from and there shall remain no cause of action, dispute, grievance, claim or liability between the parties of any nature whatsoever- civil or criminal - towards each other, after the execution of this agreement. All the matters between the parties, pending or decided, stand closed vide this settlement. The parties shall remain bound by the present Deed.

WHEREAS the parties hereto have entered and executed the present Deed of Compromise without any force, fraud, undue influence or coercion and the parties have voluntarily, of their own free will and accord, consented to enter and execute the present Deed of compromise in presence of their respective witnesses. The present agreement and its covenants have been explained in local vernacular to both the parties and they acknowledge that they have fully understood the same and accept it to be true and correct and as per their intent and desire

WHEREAS the terms of the settlement have been duly explained and understood by the parties and there is no scope of any ignorance about the same.



6. It is settled that the inherent powers under section 482 of the Code 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.
7. Both parties are present in court and have duly been identified by the IO. Respondent no. 2 submits that he has entered the settlement voluntarily without any fear, force or coercion. Respondent no. 2 further submits that he has no objection if FIR No. 386/2022, registered at PS Mehrauli under Sections 380/411 IPC and all other proceedings therefrom are quashed.
8. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement 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. 386/2022, registered at PS Mehrauli under Sections 380/411 IPC and all other proceedings therefrom are quashed.
10. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 14, 2024

Pallavi/KR