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

+ **CRL.M.C. 9244/2024**

SH. AARIZ KHAN & ORS.

.....Petitioners

Through: Mohd Nazim, Advocate (Through
VC) alongwith petitioners

versus

THE STATE GOVT. OF NCT OF DELHI AND ORS.

.....Respondents

Through: Mr.Hemant Mehla, APP for the State
alongwith SI Pardeep Malik, P.S.-
Jamia Nagar
Mr.Rashid Hussain, Advocate for R-2
to 4

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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27.11.2024

CRL.M.A. 35447/2024 (Exemption)

Exemption allowed subject to just exceptions.

The application stands disposed of.

CRL.M.C. 9244/2024

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (earlier section 482 of the Code of Criminal Procedure, 1973) for quashing of FIR No. 482/2018 for offences punishable under Sections 308/506/34 IPC registered at Police Station Jamia Nagar, and all the other proceedings emanating therefrom, on the basis of settlement.



2. Briefly stated the facts are that on the complaint of respondents No.2 to 4, the FIR in question was registered against the petitioners and subsequently, chargesheet was filed. The alleged incident pertains to a scuffle between the parties at the *dhaba* run by the respondents/complainants from where the petitioners used to regularly buy food. It was alleged that sometimes the bill was paid for the food bought whereas sometimes the same was not paid. It is further alleged that the once when the petitioners were informed to clear their dues and stop such a practice of not paying, the parties got into a quarrel and eventually a scuffle arose where iron rods and sticks were used to beat the respondents/complainants.
3. Learned Counsel further 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 11.11.2024.
4. I have gone through the memorandum of understanding placed on record. Both the parties have now entered into a settlement vide Memorandum of Understanding dated 11.11.2024 on the following terms and conditions:-

“...Now both the parties settled all their disputes and the first party agreed to cooperate the quashing proceeding before the Hon’ble High Court of Delhi and the present MOU is made without due pressure, coercion, threat, undue influence from any side.

That there is no any dispute remaining and the parties hereto without any coercion and influence or pressure from any corner, from the second parties.

That both the parties shall be bound by the above said terms and shall comply in its true sprits.



That this MOU /agreement is executed without any pressure, coercion, duress and after understanding the contents of present MOU..”

5. Both the parties are present in Court and have been duly identified by the Investigation Officer. Respondents No. 2 to 4 submit that they do not wish to pursue the matter further. They further state that they have entered into the settlement voluntarily without any fear, force, or coercion and have no objection if the FIR No. 482/2018 for offences punishable under Sections 308/506/34 IPC registered at Police Station Jamia Nagar, and all the other proceedings emanating therefrom are quashed.
6. 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.
7. 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.
8. 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.

9. 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 11.11.2024 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.
10. In view of the above, FIR No. 482/2018 for offences punishable under Sections 308/506/34 IPC registered at Police Station Jamia Nagar, and all the other proceedings emanating therefrom are quashed, subject to the imposition of cost on petitioners of Rs.5,000/-each to be deposited in the name of Advocates Welfare Fund.
11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 27, 2024

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