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

+ **CRL.M.C. 9469/2024**

AMIT KUMAR

.....Petitioner

Through: Mr. Sushil Ahlawat, Mr. Udyan
Srivastava, Advs. (VC). Petitioner in
person.

versus

THE STATE NCT OF DELHI & ANR.

.....Respondent

Through: Ms. Kiran Bairwa, APP for State and
SI Naresh Kumar, PS Dabir.
Mr. Arvind Kumar, Adv. with R-2.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

03.12.2024

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CRL.M.A. 36334/2024

1. Exemption allowed, subject to all just exceptions. Application stands disposed of.

CRL.M.C. 9469/2024

2. The present petition has been filed under Section 528 BNSS for quashing of case FIR No. 887/2021 under Section 354 IPC registered at PS Dabri and all other proceedings emanating therefrom on the basis of settlement entered into between the parties.
3. The present FIR was lodged pursuant to a fight between the parties. It has been submitted that in fact there was some property dispute between the parties which lead to the registration of the present FIR. However, now the parties have entered into a settlement.



4. Issue notice.
5. Learned APP for the State has accepted the notice.
6. The complainant has appeared in person and has accepted the notice.
7. Both the parties state that they have entered into a mutual settlement as recorded in compromise/settlement deed dated 21.11.2023 recorded before Mediation Centre, Dwarka Courts, New Delhi on the following terms and conditions:

“1. That it has been agreed among the parties No. 1, 2, 5, 6, 7 and 8 that the suit property, part of ground floor i.e. parking space of property bearing No. RZ-A/70-A, Jeevan Park, Uttam Nagar, New Delhi 110059, will remain in possession of party No. 1 & 2. The Party No. 1 & 2 shall have every right, title and interest in the same and the party no. 5, 6, 7 and 8 or legal heirs etc. shall have no right, title and interest in the same and also shall not raise claim of any kind whatsoever in the above mentioned property of the Party No. 1 & 2 and the party no. 5, 6, 7 and 8 shall not challenge their ownership and possession over the suit property in any manners in future.

2. That it has been agreed among the parties that the party No.5,7 and 8 shall make a joint application for cancellation of the ownership documents of 21 sq. yds., of the suit property executed by parties No.5 in their favour as well as for cancellation of documents dated 26.07.2021 and parties No. 1, 2, shall make the part payment of Rs.6,00,000/- to the parties No. 5, 7 and 8 at the time of cancellation of the abovesaid documents. The possession of the suit property i.e. parking space of RZ-A/70-A, Jeevan Park, Uttam Nagar, New Delhi- 110059 admeasuring about 50 sq. yards shall remain continue of party No. 1 and 2 as stated above.

3. That party no. 5, 7 and 8 shall file a joint application within a week in CS No. 258/2022 titled as Smt. Sangeeta Vs. M..... & Ors for cancelation and declare as null and



void their property documents pertaining to property no. RZ-A/70, Jeevan Park, Uttam Nagar, New Delhi-110059, dated 26/07/2021 and 28/10/2021, after the execution of the present compromise/settlement/mediation centre settlement.

4. That the party no. 5, 6, 7 and 8 shall not claim any right, title and interest in future over the ground floor of property bearing no. RZ- A/70A, Jeevan Park, Uttam Nagar, New Delhi-110059 and ground floor of property bearing No. RZ- A/70, Jeevan Park, Uttam Nagar, New Delhi-110059 on the basis of documents dated 26/07/2021 and 28/10/2021 regarding above said property.

5. That party no. 1 and 2 shall pay some part amount of a sum of Rs. 6,00,000/- (Six Lakh only) to party no. 5, 6, 7 and 8 by way of cash/cheques at the time of cancelation of documents dated 26/07/2021, 28/10/2021 and other documents in continuation of the said documents and balance amount on and before of quashing/compounding/disposing off the FIR No. 343/2022 dated 06/04/2022, Under Section 379/354/506/34 IPC, P.S - Dabri, New Delhi as per law.

6. That the Party No. 1 and 2 shall have every right, title and interest over the above said property and the party no. 5, 6, 7 and 8 or anyone claiming through them, their legal heirs etc. shall have no right, title and interest in the same and also shall not raise claim of any kind whatsoever in the above mentioned property in future and the Party 5, 6, 7 and 8 shall not challenge the ownership of Party No. 1 and 2 and their ownership documents over the above said property in future in any manners.

7. That it has been agreed that the party no. 1 shall co-operate in quashing/compounding/disposing off the FIR No. 887/2021, P.S Dabri New Delhi as per law, which is pending before the Hon'ble Court of Ms. Vaishali Singh, Ld. M.M. Dwarka, New Delhi.

8. That the party no. 1 shall not pursue her complaint dated



06/04/2022 against the party no. 5, 6, 7 and 8 and the party no. 5, 6, 7 and 8 undertake that they shall not enter in the house of the party no. 1 and 2. The party no. 6 also undertake to return the re-executed original property documents of property bearing No. RZ-A/70, Jeevan Park, Uttam Nagar, New Delhi-110059 as per mediation settlement dated 27/08/2022 to party no. 1 after signing present compromise deed/settlement deed or at the time of appearing before the Hon'ble Court in case bearing No. CS No. 258/2022 titled as Smt. Sangeeta Vs. M..... & Ors., for recording the statements.

9. That it has been agreed the party No. 5 shall cooperate with the party no. 2, 3 & 4 in quashing/compounding/disposing off the FIR No. 343/2022 dated 06/04/2022, Under Section 379/354/506/34 IPC, P.S - Dabri, New Delhi as per law in which the party no. 2, 3 and 4 of this present compromise deed /settlement deed have been charge-sheeted and the case titled as State Versus Dharambir & Etc. is pending before the Hon'ble Court of Ms. Vaishali Singh, Ld. M.M. Dwarka, New Delhi.

10. That it is further agreed that from the date of execution of present compromise deed/ settlement deed any complaint filed by the parties against each other (whether the said complaint/s are in the knowledge of other party or not) shall be deemed as compromised and withdrawn and no party shall pursue the same in any manner.

11. That the present settlement deed is irrevocable and binding on the parties and their respective heirs, successors and this deed has been read over and explained to all the Parties in vernacular and they have understood the same.”

8. The complainant states that she has entered into the settlement voluntarily without any fear, force and coercion and do not want to pursue the present FIR.
9. 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.

10. 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 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 parties have settled the matter.
11. 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.
12. In the facts and circumstance, FIR No. 887/2021 under Section 354 IPC registered at PS Dabri and all other proceedings emanating therefrom are quashed subject to the cost imposed upon the petitioner of Rs. 5,000/- each to be deposited with Delhi High Court Employees Welfare Association.
13. The petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 3, 2024/AR/KR