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

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+ W.P.(CRL) 3909/2024, CRL.M.A. 37737/2024

SUNEEL KUMAR@SUNIL SINGH & ANR.Petitioners

Through: Mr. Deepak Rana, Ms. Poonam Tiwari, Mr. Gaurav Rana, Advs. with Petitioners.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Anand V. Khatri, ASC for State and ASI Rakesh Kumar, PS Paharganj.
Mr. Surender Gupta, Mr. Ankit Gupta, Advs. with R-2.

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+ W.P.(CRL) 3907/2024, CRL.M.A. 37704/2024

AMIT MITTAL & ANR.Petitioners

Through: Mr. Surender Gupta, Mr. Ankit Gupta, Advs. with petitioners.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Rupali Bandhopadhya, ASC for State and ASI Rakesh Kumar, PS Paharganj.
Mr. Deepak Rana, Ms. Poonam Tiwari, Mr. Gaurav Rana, Advs. with R-2.



CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
16.12.2024

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1. The Present petitions have been filed under Article 226 of Constitution of India r/w section 482 Cr.P.C/528 BNSS for quashing of FIR No. 626/2024 dated 28.10.2024 registered under Section 115(2)/126(2)/3(5) BNS at PS Pahar Ganj, New Delhi and FIR No. 599/2024 dated 22.10.2024 registered under Section 115(2)/118(1)/3(5) BNS at PS Pahar Ganj, New Delhi and all the other proceedings emanating therefrom.
2. Briefly stated, the facts of the present FIR No. 626/2024 and FIR No. 599/2024 are that, as per the allegations, the parties have been living and working in Paharganj for the last 10 years and had some arguments and confrontations with each other which escalated into a fight and Suneel Kumar @ Sunil Singh and his brother were allegedly beaten by the Amit Mittal and Ajay Gupta.
3. Learned counsels for the parties submit that with the intervention of friends and well-wishers, the parties have settled their disputes and entered into settlement vide settlement agreement dated 11.12.2024 with respect to FIR No. 626/2024 and settlement agreement dated 18.11.2024 with respect to FIR No. 599/2024 on the following terms and conditions:

“W.P.(CRL) 3909/2024

1. That both the parties have mutually settled their dispute, out of court, without any fear, force and on their free will.



2. That the first party namely Amit Mittal S/o Late Sh Anand Kumar Mittal R/O 274 Mantola, Pahar Ganj, Central Delhi 110055 shall cooperate to quash the FIR bearing no. 0626/2024 dated 28/10/2024 P.S Pahar Ganj U/S 115(2)/126(2)/3(5) BNS against Suneel Kumar S/o Sh Mahipal Singh Village Vijay Purva Post Rek Sadiya Distt Gonda Uttar Pradesh and Sushil Kumar S/o Sh Mahipal Singh Village Vijay Purva Post Rek Sadiya Distt Gonda Uttar Pradesh. Here it is pertinent to mention that the above stated Amit Mittal has settled the dispute against above stated all persons and now as per term of above stated settlement, the above stated Amit Mittal has no grievance against above stated Suneel Kumar and Sushil Kumar and he does not want to persue the FIR no. 0626/2024 P.S Pahar ganj Central Delhi against above said persons.

3. That the part of second party namely Suneel Kumar @ Sunil Singh S/o Sh Mahipal Singh Village Vijay Purva Post Rek Sadiya Distt Gonda Uttar Pradesh shall cooperate to quash the FIR bearing No.0599/2024 dated 22/10/2024 P.s Paharganj U/S 115(2)/118(1)/3(5) BNS. Here it is pertinent to mention that the above stated Suneel Kumar has settled his dispute against above stated all persons and now as per term of above stated settlement, the above stated Suneel Kumar has no grievance against above stated Amit Mittal and Ajay Gupta and he does not want to persue the FIR no. 0599/2024 P.S Pahar Ganj Central Delhi against above said persons.

4. That the consent of this compromise-cum-settlement deed have been read over and explained to both the parties in their vernacular language and both the parties have understood the same and admitted the same to be correct.

5. That the above stated settlement deed is made with free will and free consent and without any force, pressure and coercion.

In the witness whereof, both the parties to this indenture



have put their respective hands on this settlements deed on the day, month and year first mentioned above, in the presence of following witnesses and the witnesses have also signed in the presence of the parties.

In W.P.(CRL) 3907/2024

1. That both the parties have mutually settled their dispute, out of court, without any fear, force and on their free will.

2. That the first party namely Amit Mittal S/o Late Sh Anand Kumar Mittal R/O 274 Mantola, Pahar Ganj, Central Delhi 110055 shall cooperate to quash the FIR bearing no. 0626/2024 dated 28/10/2024 P.S Pahar Ganj U/S 115(2)/126(2)/3(5) BNS against Suneel Kumar S/o Sh Mahipal Singh Village Vijay Purva Post Rek Sadiya Distt Gonda Uttar Pradesh and Sushil Kumar S/o Sh Mahipal Singh Village Vijay Purva Post Rek Sadiya Distt Gonda Uttar Pradesh. Here it is pertinent to mention that the above stated Amit Mittal has settled the dispute against above stated all persons and now as per term of above stated settlement, the above stated Amit Mittal has no grievance against above stated Suneel Kumar and Sushil Kumar and he does not want to persue the FIR no. 0626/2024 P.S Pahar ganj Central Delhi against above said persons.

3. That the part of second party namely Suneel Kumar @ Sunil Singh S/o Sh Mahipal Singh Village Vijay Purva Post Rek Sadiya Distt Gonda Uttar Pradesh shall cooperate to quash the FIR bearing No.0599/2024 dated 22/10/2024 P.s Paharganj U/S 115(2)/118(1)/3(5) BNS. Here it is pertinent to mention that the above stated Suneel Kumar has settled his dispute against above stated all persons and now as per term of above stated settlement, the above stated Suneel Kumar has no grievance against above stated Amit Mittal and Ajay Gupta and he does not want to persue the FIR no. 0599/2024 P.S Pahar Ganj Central Delhi against above said persons.

4. That the consent of this compromise-cum-settlement deed



have been read over and explained to both the parties in their vernacular language and both the parties have understood the same and admitted the same to be correct.

5. That the above stated settlement deed is made with free will and free consent and without any force, pressure and coercion.

In the witness whereof, both the parties to this indenture have put their respective hands on this settlements deed on the day, month and year first mentioned above, in the presence of following witnesses and the witnesses have also signed in the presence of the parties.”

4. The parties are present in person and have been duly identified by the IO. The parties state that the present dispute arose out of a misunderstanding. The parties state that they have amicably settled all their disputes and grievances vide the settlement deed dated 11.12.2024 with respect to FIR No. 626/2024 and the settlement agreement dated 18.11.2024 with respect to FIR No. 599/2024 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.
5. Learned Addl. P.P. for the State submits that as per the Investigating Officer, there is no other dispute between the parties.
6. Section 482 of the Criminal Procedure Code encompasses inherent powers of the High Court that can be exercised in three distinct



circumstances: to give effect to a court order, to prevent misuse of court procedures, and to ensure justice is served. While exercising these powers, it's important to note that the High Court does not function as an appellate or revisional court. Although these powers are extensive in nature, they must be exercised with utmost caution and sparingly, specifically when the aforementioned three conditions are satisfied. The fundamental purpose behind exercising these powers is to ensure that real and substantial justice is delivered, which is the primary reason for the existence of courts.

7. The Supreme Court and High Courts have consistently held that when parties reach a settlement, criminal proceedings may be quashed under Section 482 CrPC. This is particularly applicable in situations where the likelihood of securing a conviction is minimal, making the continuation of prosecution purposeless. Additionally, if the court believes that a settlement between the parties would lead to improved relations between them, it may exercise its powers to quash the proceedings, complaint, or FIR, as the situation demands.
8. Since the dispute between the parties is predominantly private in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement.
9. Taking into account the totality of facts and circumstances, the case FIR No. 626/2024 registered under Section 115(2)/126(2)/3(5) BNS in W.P.(CRL) 3909/2024 and FIR No. 599/2024 registered under Section



115(2)/118(1)/3(5) BNS in W.P.(CRL) 3907/2024, both registered at PS Pahar Ganj, New Delhi and all other proceedings emanating therefrom are quashed.

10. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 16, 2024/AR/HT..