

Satish Sharma vs State (Nct Of Delhi) on 8 February, 2019

Equivalent citations: AIR 2019 SUPREME COURT 910, AIRONLINE 2019 SC 63, 2019 (3) ADR 183, (2019) 109 ALLCRIC 671, (2019) 1 CRIMES 83, (2019) 1 RECCRIR 999, (2019) 200 ALLINDCAS 129, (2019) 2 ALD(CRL) 39, (2019) 2 ALLCRILR 156, (2019) 2 SCALE 658, (2019) 74 OCR 81, (2020) 1 MH LJ (CRI) 6

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Bench: Abhay Manohar Sapre, Dinesh Maheshwari

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NON-REPORTABLE

IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION

CRIMINAL APPEAL No.234 OF 2019
(Arising out of SLP(Crl.) No. 10791 of 2015)

Satish Sharma & Anr.

Appellant(s)

VS.

State (NCT OF Delhi) & Ors.

Respondent(s)

JUDGMENT

Dinesh Maheshwari, J Leave granted.

2. The appellants herein, said to be the injured persons in the incident in question, that had taken place on 05.12.2010 at C-17, New West Avenue, Club Road, Punjabi Bagh (West), New Delhi and formed the subject matter of FIR No. 382 of 2010 registered with Punjabi Bagh Police Station, New Delhi for offences under Sections 323, 324, 506 and 34 of the Indian Penal Code ('IPC'), have questioned the order dated 06.08.2015 in Crl. M.C. No. 3673 of 2013 and Crl. M.A. No. 13346 of 2013 whereby, the High Court of Delhi, while allowing the petition under Section 482 of the Criminal Procedure Code ('Cr.P.C.'), has quashed the proceedings under the said FIR on being satisfied that the dispute had essentially been the one between landlord and tenant, which stood cleared/settled in terms of the Deed of Compromise executed by the parties.

3. It is submitted on behalf of the appellants that the High Court has been in error in quashing the proceedings under the FIR aforesaid merely on the basis of the statement of one of the injured

persons whereas, there were three injured persons in the incident, two of them being the appellants, who were not made parties before the High Court and were not heard in the matter.

4. The submissions made on behalf of the appellants are countered by the respondent Nos. 2 and 3, who were the accused persons and were the petitioners before the High Court. It is submitted that during the course of investigation in the FIR aforesaid, the Deed of Compromise dated 30.05.2011 was executed between the parties, which was duly signed, by the informant-Ms. Jyoti Sharma (respondent No. 4 herein) as also by the appellants-Shri Satish Sharma and Shri Deepak Bhardwaj on one hand; and by the respondent Nos. 2 and 3 as also by one Shri Manish Talreja and another Shri Ashok Kumar on the other. It is further asserted that in fact, the deed was drafted by the appellant No. 2-Shri Deepak Bhardwaj, one of the alleged injured person; and the complainants received a sum of Rs. 25 lakhs from the contesting respondents, the accused in the said FIR. It is also submitted that the appellant No. 2-Shri Deepak Bhardwarj was indeed present before the High Court at the time of passing of the impugned order dated 06.08.2015 and his appearance is distinctly marked as counsel for the respondent No. 2 before the High Court (who is respondent No. 4 herein). It is contended that the parties had consciously compromised the matter and the present appeal is merely an attempt to get the matter reopened on the baseless premise and a flimsy ground that all the alleged injured persons were not heard in the High Court.

5. Having heard learned counsel for the parties and having perused the material placed on record, we are unable to find even a wee bit of reason to consider interference in this matter.

6. Perusal of the record makes it clear that in relation to the incident that had taken place on 05.12.2010, written information leading to the said FIR was filed by the respondent No. 4 Ms. Jyoti Sharma only on 24.12.2010. The respondent No. 4 alleged in the written information, inter alia, that the respondent No. 3 Shri Sushil Malhotra, the respondent No. 2 Ms. Sunita Malhotra, the son of respondent No. 3, another person Shri Ashok Kumar, and 5-6 goonda-type persons, who were armed with weapons, came to her house at C-17, New West Avenue, Club Road, Punjabi Bagh (West), New Delhi; that the respondent No. 3 slapped the informant and his son pressed her neck whereupon her brother (appellant No. 1) came for the rescue but the son of respondent No. 2 and the said Shri Ashok Kumar threw him (appellant No. 1) on the ground and assaulted him with leg blows; that at the same time, Shri Deepak Bhardwaj (appellant No. 2), nephew of the informant, also came to their rescue but the son of respondent No. 3 assaulted him with a borer, which pierced into his left leg; and that the other persons also surrounded the appellant No. 2 and assaulted him and snatched away his gold chain. It was also alleged that the respondent No. 2 pulled the hair of the informant and hurled filthy abuses.

7. It appears that the investigation in this matter remained pending for a long length of time but, ultimately, the parties sat together and executed the Deed of Compromise dated 30.05.2011. The contents of the said Deed of Compromise disclose the relevant background aspect of the matter that the ground floor of the property in question at C-17, New West Avenue, Club Road, Punjabi Bagh (West), New Delhi had been purchased by respondent No. 2 Ms. Sunita Malhotra whereas, its first floor and second floor had been purchased by her daughter Ms. Ashita Talaeja, wife of Shri Manish Talreja; and the husband of the informant remained in occupation of the rear portion of first floor,

in the capacity as tenant only. It is further made out from the said deed that on 05.12.2010, during the renovation work at the ground floor of the property in question, there had been heated exchanges between the families of the informant (respondent No. 4) on one hand and respondent No. 2 on the other; and the incident led to the filing of the FIR by respondent No. 4 and a counter complaint by the respondent No. 3, which was pending before the Magistrate. After having recorded the background aspects, the parties categorically stated in the Deed of Compromise thus:-

"2. That with the intervention of the common friends the said dispute between both parties has been settled amicably. Both the parties are ready to compound the said FIR No. 382 of 2010 P.S. Punjabi Bagh and as well as the complaint case titled Sushil Malhotra Versus Bharat Sharma and others pending before Sh. Lavleen MM Tis Hazari Court and move applications in this regard.

3. That the both parties have entered into this compromise deed voluntary and without any pressure or coarsen. (sic)"

8. On the matter being taken up by the High Court on the petition filed by the accused persons for quashing the proceedings in the FIR aforesaid, it was submitted ad idem on behalf of the accused persons as also the informant that the matter was settled in compromise between the parties and that a sum of Rs. 25 lakhs was also paid by the respondent Nos. 2 and 3 by way of Pay Order bearing No. 407575 dated 06.08.2015. The High Court cautiously took note of the guiding principles for exercise of power under Section 482 Cr. P.C. while dealing with the proposition of settlement and for quashing the criminal proceedings with reference to the decisions of this Court in *Gian Singh vs. State of Punjab & Anr* : 2012 (10) SCC 303 and *Narinder Singh Vs. State of Punjab & Anr* : 2014(6) SCC 466. Thereafter, in the totality of the facts and circumstances of the case and in view of the affidavit of informant, the High Court formed the opinion that the landlord-tenant dispute between the parties stood cleared/settled in terms of the said Deed of Compromise and continuance of the proceedings arising out of the said FIR would be an exercise in futility.

9. We are unable to find any error or illegality in the approach of the High Court in this case. As noticed, the FIR in question itself was lodged after 19 days from the date of alleged incident. The accused party had also attempted to maintain a cross-case by filing a complaint before the Magistrate. The Deed of Compromise dated 30.05.2011 had apparently been signed by the informant (respondent No. 4) as also the present appellants, the alleged injured persons. The respondent No. 4 had affirmed the terms of compromise before the High Court by filing her affidavit and it was, inter alia, given out that a sum of Rs.25 Lakhs was paid by the accused persons to the complainants. Though the appellants seek to state the grievance about want of notice to them while quashing the proceeding in the FIR, for they being also the injured persons but then, interestingly, the appellant No. 2 is shown to have remained present before the High Court as counsel for the informant, who was respondent No. 2 before the High Court. Moreover, even in the petition filed before this Court, the appellants have not disputed the factum of execution of the Deed of Compromise dated 30.05.2011.

10. In the cumulative effect of what has been noticed and observed hereinabove, we are satisfied that the High Court has rightly found no reason that the matter be allowed to be dragged further and has rightly quashed the proceedings under the said FIR in proper exercise of its powers under Section 482 Cr.P.C.

11. In view of the above, no case for interference in this matter at the instance of the appellants is made out. This appeal, therefore, stands dismissed.

.....J. (ABHAY MANOHAR SAPRE)J. New Delhi,
Dated: 8th February, 2019