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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2339/2015**
PURSHOTTAM ANAND & ORS

..... Petitioner

Through: Mr. Pradeep Mishra, Adv. along with
petitioners

versus

STATE & ORS

..... Respondent

Through: Mr. Vishesh Wadhwa, Adv. for
Mr. R.S. Kundu, ASC for the State
SI Bhawani Shankar, PS Paschim Vihar
Mr. Sandeep Yadav, Adv. for R-2

CORAM:
HON'BLE MR. JUSTICE ASHUTOSH KUMAR

ORDER
% **16.10.2015**

Crl.M.A.15378/2015

Exemption granted subject to all just exceptions.

Application stands disposed of.

W.P.(CRL) 2339/2015

The petitioners have sought quashing of FIR No.227/2015 (PS Paschim Vihar) lodged by respondent No.2 for offence under Sections 420, 468, 471, 120B and 34 of the IPC on the strength of the Memorandum of Understanding between the petitioners and Respondent No.2 dated 22.9.2015.

The respondent No.2 intended to purchase a flat owned by the petitioners and for the said purpose an agreement for sale was executed

between respondent No.2 and petitioners. The agreement for sale indicated the consideration price of the aforesaid flat to be Rs.62 lakhs. It is submitted that the petitioners were paid an amount of Rs.10 lakhs. The sale could not be effected and every time that the petitioners were reminded by respondent No.2 for effecting the sale deed, it was avoided on the pretext of some technical reason. After the complainant/respondent No.2 realised that the property would not be conveyed to him, he lodged the FIR namely FIR No.227/2015 (P.S.Paschim Vihar).

During the course of investigation of the aforesaid FIR, the parties entered into an agreement and it was decided that the petitioners would pay to the respondent No.2 an amount of Rs.17,51,000/- towards full and final settlement of all their claims. A Memorandum of Understanding was also entered into wherein it was decided that the entire agreed money i.e. Rs.17,51,000/- shall be paid by the petitioners to the respondent No.2 and respondent No.2 would cooperate with the petitioners in facilitating the quashing of the FIR.

The Supreme Court in **Gian Singh vs. State of Punjab & Another**, (2012) 10 SCC 303, has held that cases which are not compoundable under Section 320 of the Cr.P.C. could also be quashed, when continuation of any criminal proceeding would be an exercise in futility and where justice demands that the dispute between the parties should be put to an end and peace is restored. But ending of such criminal proceedings could only be ordered for securing the ends of justice.

The Supreme Court has further observed in **Gian Singh vs. State of Punjab & Another (Supra)**:

“58..... No doubt, crimes are acts which have

harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.”

[Refer to B.S. Joshi, (2003) 4 SCC 675; Nikhil Merchant, (2008) 9 SCC 677 and Manoj Sharma, (2008) 16 SCC 1.]

Thus, the inherent powers of the High Court, having a wide plenitude could be used for quashing the FIR for securing the ends of justice and to prevent the abuse of the process of the court.

The dispute appears to be interpersonal in nature so far as the

petitioners and respondent No.2 is concerned. This Court is not going into the question as to why even after there was an agreement to sale and some part of the consideration was paid by the respondent No.2, the property was not conveyed.

It has been submitted by the learned counsel for the petitioners that the entire agreed amount has been paid to respondent No.2 which fact is being affirmed by the learned counsel for the respondent No.2.

Since the money accepted by the petitioners has been returned and which has been accepted by the respondent No.2 towards full and final settlement of all his claims, no effective/useful purpose would be served in allowing this case to be investigated any further.

Considering the aforesaid facts, the FIR No.227/2015 (PS Paschim Vihar) and all the resultant proceedings emanating therefrom are quashed.

The petition is disposed of.

Dasti.

ASHUTOSH KUMAR, J

OCTOBER 16, 2015

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