

#32

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 18.03.2016

W.P.(CRL) 871/2016

SALEEM QURESHI

..... Petitioner

Through: Mr. Vishal Raj Sehijpal, Advocate
with Mr. Farooq Chaudhary, Ms.
Meenakshi Joshi and Mr. Anwar
Ahmed, Advocates along with
Petitioner-in-person

versus

STATE & ANR

..... Respondents

Through: Mr. Rahul Mehra, Standing Counsel
(Criminal) with Mr. Jamal Akhtar and
Mr. Shekhar Budakoti, Advocates and
ASI Krishan Pal Singh, PS- Ghazipur,
Delhi for Respondent No.1
Mr. Varun Aggarwal, Advocate for
Respondent No.2 alongwith
Respondent No.2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

1. The present is a petition under Article 226 of the Constitution of India
read with Section 482 of the Code of Criminal Procedure, 1973 (Cr.P.C.)

seeking quashing of FIR No.1006/2015, under Sections 406/420 IPC, registered at Police Station- Ghazipur, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered as a consequence of a dispute over payment for goods supplied by Mr. Saleem Qureshi, the petitioner in the present petition to Mr. Haji Abrar, the complainant/respondent No.2. It is an admitted position that Mr. Saleem Qureshi has instituted a cross-FIR being FIR No.468/2015, Police Station- Galta Gate, Jaipur, Rajasthan against Mr. Haji Abrar, the complainant/respondent No.2 in the present petition. Further, it is an admitted position that the subject FIR is a result of a dispute which is essentially commercial in nature and relates to a transaction between the complainant and the petitioner, who have been conducting business inter se for some time now.

3. Mr. Haji Abrar, the complainant/respondent No.2 in the present petition, is present in person and has been identified by the IO in the subject FIR namely, ASI Krishan Pal, Police Station- Ghazipur as well as by his counsel, states that he has entered into a compromise with Mr. Saleem Qureshi and is, consequently, no longer keen to prosecute the subject FIR. The settlement agreement dated 07.03.2016 is annexed to this petition as

Annexure A-3. The salient terms and conditions of the said settlement agreement dated 07.03.2016 are as follows:-

“A settlement has been arrived at today on 07.03.16 between Mohd. Abrar and Saleem Jaipur. A dispute of Rs.30 Lakh is going on between both the parties in which both the parties have lodged FIRs against each other. In presence of few respectable and responsible persons it has been decided that Saleem Jaipur will pay Rs.17 lakh to Mohd. Abrar and both of them will help and assist each other in getting the cases quashed and no action will be taken against each other. Said Rs.17 lakh will be kept with Haji Luqman as security which will be paid to Haji Abrar on conclusion of the case.”

4. In terms of the afore-stated settlement, a sum of Rs.17,00,000/- (Rupees Seventeen Lacs Only) has been brought to the Court in the shape of a cheque bearing No.000172 dated 18.03.2016, payable to Haji Abrar, drawn on HDFC Bank, Aluda House, House No.1552-1553, Chaura Rasta, Jaipur. The same is handed over to Mr. Haji Abrar, the complainant/respondent No.2 in Court today who acknowledges receipt thereof subject to encashment. The settlement agreement also provides that reciprocally Mr. Saleem Qureshi shall assist Mr. Haji Abrar in getting the FIR No.468/2015, registered against the latter at Police Station- Galta Gate, Jaipur, Rajasthan quashed.

5. The settlement entered into between the parties is lawful and is hereby accepted with a direction to the parties to comply with the terms thereof without demur.

6. In view of the foregoing, since the commercial dispute which resulted in the registration of the subject FIR has already been resolved amicably by and between the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. In the present case, it is observed that the offences in the subject FIR do not fall within the exempted categories of serious/heinous offences which ought not to be quashed on the ground of an amicable resolution of the disputes. [Ref. *Gian Singh vs. State of Punjab and Anr.* reported as (2012) 10 SCC 303]. The offences alleged to have been committed in the subject FIR are private in nature and do not have a serious impact on society.

8. Consequently, FIR No.1006/2015, under Sections 406/420 IPC, registered at Police Station- Ghazipur, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner subject to his depositing a sum of Rs.10,000/- (Rupees Ten Thousand Only) with the Victims' Compensation Fund, Government of NCT of Delhi within a period

of two weeks from today. The receipt of the said deposit shall be furnished to the concerned IO.

9. The writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

MARCH 18, 2016

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