

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 06.05.2016

W.P.(CRL) 958/2016 & CRL.M.A. 5158/2016

MANISH AZAD

..... Petitioner

Through: Mr Atul Kumar Sharma, Advocate.

versus

STATE OF DELHI & ANR

..... Respondents

Through: Mr Rajesh Mahajan, Addl. Standing
Counsel (Crl.) with Ms Parul Jamwal,
Advocate.

SI Dharmender, PS- Deshbandhu
Gupta Road.

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 seeking quashing of FIR No.0155/2014 under Section 420/468/471/34 IPC registered at Police Station- D.B.G. Road, Delhi, and the proceedings arising therefrom.

2. The subject FIR came to be registered consequent upon a dispute over a loan transaction entered into between the petitioner and the respondent no.2/complainant herein, who were friends.

3. Counsel for the petitioner as well the respondent No.2/complainant parties state that with the aid and assistance of the Delhi Mediation Centre, Tis Hazari District Courts, Delhi, the parties have arrived at an settlement of all their outstanding disputes by way of a Settlement/Agreement Dated 13.08.2015. The salient terms and conditions as enshrined in the said Settlement/Agreement are as follows:-

“1) It is agreed that accused Manish Azad shall pay Rs.15 lacs to the complainant, Gaurav Grover towards full and final satisfaction of all the claims of complainant, Gaurav Grover, subject matter of Fir No. 155/14 including legal expenses.

2) It is agreed that the settled amount of Rs. 15 lacs shall be paid by accused Manish Azad to the complainant, Gaurav Grover as per the following schedule:-

(i) Rs. Three lacs either in cash or demand draft in the ame of complainant on or before 31.08.2015 before the referral court.

(ii) Rs. Three lacs either in cash or demand draft in te name of complainant on or before 15.09.2015 before the referral court.

(iii) Rs. Five lacs either in cash or demand draft in the name of coplainant on or before 15.11.2015 before the referral court.

(iv) Remaining amount of Rs. 4 lacs either in cash or demand draft in the name of complainant on or before 15.01.2016 before the referral court.

It is further agreed that the last installment of Rs. 4 lacs shall be paid at the time of execution of documents to be filed for the quashing of FIR bearing No. 155/14 and all the consequential proceedings arising out of the said FIR.

3) It is agreed that after receipt of payment of entire settled amount in the manner as mentioned hereinabove, accused shall initiate appropriate legal proceedings for quashing of FIR No. 155/14 qua the accused Manish Azad and all consequential proceedings arising out of the said FIR at his own expenses and in that proceedings, complainant, Gaurav Grover shall co-operate including execution of documents/affidavits.

4) It is agreed that after accused Manish Azad makes payment of the settled amount of Rs. 15 lacs as per schedule mentioned hereinabove, in that eventuality, complainant Gaurav Grover shall not oppose grant of interim anticipatory bail to the accused Manish Azad which shall be extended as per schedule of the payment of settled amount.

5) It is agreed that in case accused Manish Azad commits single default in that eventuality the complainant Gaurav Grover shall be at liberty to proceed against accused Manish Azad in accordance with law and shall also be at liberty to initiate appropriate legal proceedings for cancellation of interim bail.

6) It is further agreed that the payment so made by the accused shall be forfeited without any further adjustment.

7) The concerned parties have entered into the present settlement out of their own free will without any fear, coercion or undue influence and after understanding the consequences of settlement. ”

4. Learned counsel appearing on behalf of the petitioner states that in pursuance to the said Settlement/Agreement dated 13.08.2015 a sum of Rs.15 lakhs has already been paid to the respondent no.2/complainant herein. The said position is accepted by the respondent no.2/complainant.

5. Respondent No.2/complainant, who is present in Court today and has been identified by the Investigating Officer in the subject FIR, namely, SI Dharmender, PS- Deshbandhu Gupta Road., Delhi, states that in view of the amicable resolution of the dispute as afore-stated, he is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

6. 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.

7. In view of the foregoing, since the dispute that led to the registration of the subject FIR has been settled between the parties amicably by way of a Settlement/Agreement dated 13.08.2015, without any undue influence, pressure or coercion; and the settlement between the parties is lawful, no

useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

8. Resultantly, FIR No.0155/2014, under Section 420/468/471/34 IPC registered at Police Station- D.B.G. Road, 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/- with the Victims' Compensation Fund within a period of two weeks from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

9. With the above directions, the writ petition is allowed and disposed of accordingly.

MAY 06, 2016
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SIDDHARTH MRIDUL, J