

IN THE HIGH COURT OF DELHI AT NEW DELHI*Date of decision: 29th April, 2016***W.P.(CRL) 1307/2016 & CRL.M.A. 6865/2016****ARUN SINGH**

..... Petitioner

Through: Mr Viveck Aggarwal, Advocate.

versus

THE STATE (GOVT OF NCT OF DELHI) & ANR RespondentsThrough: Ms Neha Dhir, Advocate for
Ms Nandita Rao, Addl. Standing
Counsel (Crl.).Mr Bharat Bagga, Advocate for R-2
with respondent No.2 in person.

SI Chhattar Singh, PS- Subhash Place.

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.538/2015 under Sections 420/506 IPC registered at Police Station- Saraswati Vihar, Delhi.

2. The subject FIR came to be registered on an allegation by Mr Raman Harjai, the respondent no.2/complainant herein to the effect that the petitioner Mr Arun Singh, with whom he had entered into an agreement qua the operating of a restaurant in the name and style of Moti Mahal Delux had allegedly cheated him.

3. The complainant, who is present in person in court today and has been identified by the IO in the subject FIR, namely, SI Chhattar Singh, PS-Subhash Place, New Delhi, states that consequent upon the registration of the subject FIR he has entered into an amicable resolution of the dispute that led to the registration thereof. The terms and conditions of the afore-stated compromise are encapsulated in the present petition are as follows:-

“6. That the respondent No.2 out of his free will and consent and without any kind of threat, force and coercion from any corner had settled all his claims, disputes, differences and grievances in respect of the management of the aforesaid restaurant M/s Moti Mehal Delux at F-107/108, North Square Mall, Netaji Subhash Place and subject matter of criminal proceedings against a sum of Rs.7,40,000/- (Rs. Seven Lacs Forty Thousand only) with the petitioner.

7. That the petitioner shall pay a sum of Rs.7,40,000/- (Rs. Seven Lacs Forty Thousand only) to the respondent No.2 at the time of making of the statement for quashing of criminal proceedings vide FIR bearing No.538/2015 by

way of Demand Draft bearing No.646477 dated 08.04.2016 drawn on Yes Bank, Pitam Pura, Delhi. Copy of the demand draft dated 08.04.2016 is annexed herewith as **Annexure P-2.**

8. That the respondent No.2 after recording his statement of quashing of the criminal proceedings and after receiving the entire amount of Rs.7,40,000/- from the petitioner shall make the representation in writing to the aforesaid authorities where the respondent No.2 has filed the complaints and also get record his statement for permanent withdrawal of the proceedings against the petitioner.
9. That the respondent No. 2 after receiving the aforesaid amount of the Rs.7,40,000/- (Rs. Seven Lacs Forty Thousand only) from the petitioner shall not institute any kind of civil or criminal proceedings against the petitioner in any court of law police authority or before any statutory bodies in respect of the subject matter of the FIR which has been fully and finally settled by the respondent No. 2 forever.
10. That the respondents No.2 has no more grievance against the petitioner. The respondent No.2 is not willing to support the imputations made in the said FIR against the petitioner because the dispute in question has already been settled/compromised between the parties. In these circumstances, there are no chances of successful prosecution and conviction of the petitioner. Therefore, no fruitful purpose will be served while allowing the criminal proceedings in question to continue. The very purpose of justice will be frustrated by allowing the criminal proceeding in question to continue.

11. That the compromise between the parties has been arrived with their free consent, without any threat or pressure or coercion or undue influence.
12. That the respondents no.2 has no objection if the FIR in question is quashed against the petitioner.”

4. Counsel for the parties state that pursuant to the above-stated settlement a sum of Rs.7,40,000/- in the shape of a demand draft bearing No.646477 dated 08.04.2016 drawn on Yes Bank Ltd., Pitampura New Delhi, has been handed over to the complainant in court today. The complainant acknowledges receipt thereof subject to encashment.

5. In view of the foregoing, the complainant/respondent No.2 states that he is no longer keen to prosecute the subject FIR.

6. In view of the foregoing, since the commercial dispute that led to the registration of the subject FIR has been settled 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. Resultantly, the FIR No.538/2015 under Sections 420/506 IPC registered at Police Station- Saraswati Vihar, Delhi, is 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.

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

APRIL 29, 2016
mk

SIDDHARTH MRIDUL, J

