

#37

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 31.05.2016

W.P.(CRL) 1764/2016

NAVDEEP PASSI

..... Petitioner

Through: Mr. H.S. Dhillon, Advocate

versus

**THE STATE (GOVT OF NCT OF DELHI)
& ANR**

..... Respondents

Through: Mr. Rajesh Mahajan and Ms. Richa Kapoor, ASC (Criminal) with Ms. Parul Jamwal, Advocate with SI Mukesh Yadav, PS- Barakhamba Road for R-1
Mr. Chaman Lal, Advocate for R-2 along with R-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.27/2015, under Sections 420/468/471 IPC,

registered at Police Station- Barakhamba Road, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered on an allegation made by Rachna Passi @ Rachna Pawar, respondent No.2/complainant herein, sister of Navdeep Passi, the petitioner herein, to the effect that the latter had misrepresented to the Government authorities in relation to receipt of retiral benefits of their late father and had mis-appropriated the entire proceeds, 10 years ago.

3. Counsel appearing on behalf of the petitioner as well as counsel appearing on behalf of the complainant/respondent No.2 state that the parties have settled their disputes amicably out of which the subject FIR has been registered with the assistance of Delhi High Court Mediation and Conciliation Centre. The salient terms and conditions of the amicable resolution of the disputes between the parties are enshrined in the settlement agreement dated 02.11.2015 annexed as Annexure P-2 to the present petition. The salient terms and conditions of the compromise deed dated 02.11.2015 are as follows:-

- “a) That the first party shall pay a sum of Rs.4,00,000/- (Rupees Four Lakhs only) towards full and final settlement to the second party.
- b) That above mentioned amount shall be paid in the following manner:-
 - i) The first party shall hand over a demand draft of Rs.2,00,000/- (Rupees Two Lakhs only) bearing No.429436, drawn on Oriental Bank of Commerce dated 02.11.2015 in the Mediation & Conciliation Centre at

the time of signing of this present settlement agreement.

- ii) That the first party shall pay an amount of Rs.1,00,000/- (Rupees One Lakh only) by way of demand draft in favour of second party in the first week of December, 2015 before the Ld. MM concerned at the time of withdrawal of the complaint filed by the second party.
- iii) That the first party shall pay remaining amount of Rs.1,00,000/- (Rupees One Lakh only) by way of demand draft in favour of the second party in the first week of January, 2016 before the Hon'ble High Court at the time of quashing of aforesaid FIR in the presence of the Hon'ble Delhi High Court.
- iv) That the second party shall cooperate with the first party at the time of quashing of the FIR and shall give her statement in the Court to this effect.”

4. Pursuant to the afore-stated compromise deed dated 02.11.2015, counsel appearing on behalf of Rachna Passi @ Rachna Pawar, respondent No.2/complainant herein, states that a sum of Rs.3,00,000/- (Rupees Three Lakhs only) has already been received by the respondent No.2/complainant. The balance sum of Rs.1,00,000/- has been brought to the Court in the shape of a demand draft bearing No.023202 dated 25.04.2016, drawn on HDFC Bank, I.P. Extension, Patparganj, Delhi branch in favour of respondent No.2/complainant has been handed over to the latter who acknowledges receipt thereof, subject to its encashment.

5. In view of the foregoing, counsel appearing on behalf of the petitioner submits that the subject FIR and the proceedings arising therefrom be quashed. The respondent No.2 Rachna Passi @ Rachna Pawar, the complainant herein, who is present in person in Court today and has been identified by the IO in the subject FIR, namely, SI Mukesh Yadav, Police Station- Barakhamba Road, supports this submission made on behalf of counsel for the petitioner. The settlement arrived at between the parties is lawful and is hereby accepted while directing the parties thereof to comply with the terms and conditions of the compromise deed dated 02.11.2015 without demur.

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, which arose out of the misappropriation of retiral benefits of the father of the parties, 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.

8. Resultantly, the FIR No.27/2015, under Sections 420/468/471 IPC, registered at Police Station- Barakhamba Road, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner subject to the petitioner depositing a sum of Rs.10,000/- (Rupees Ten Thousand)

with the Victims' Compensation Fund within a period of four 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.

SIDDHARTH MRIDUL, J

MAY 31, 2016
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