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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ CRL.M.C. 1020/2018 & CRL.M.As. 7752/2018, 7753/2018

JOHN NAGAR Petitioner

Through: Mr. Amit Sharma and Mr. Ujjwal Jha,
Advocates with petitioner in person.

versus

THE STATE GOVT OF NCT OF DELHI & ORS Respondent

Through: Mr. Mukesh Kumar, APP for State
with Insp. Afsar Raza, EOW.
Mr. Pankaj Vivek, Advocate for
Complainant/Respondent No. 2 with
complainant in person.
Mr. Karan Chaudhary, Advocate for
applicant-Hans Nagar.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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11.02.2020

1. The present petition is filed seeking quashing of FIR No.54/2017 under Sections 420/467/471 IPC registered at Police Station EOW South, in terms of settlement dated 12.07.2017.
2. The petitioner entered into an agreement with the complainant through a Memorandum of Understanding dated 29.09.2012 whereby the petitioner agreed to sell the following agricultural lands to the complainant:-
 - (i) farm land (Farm House) No.6 with built up structure and a swimming pool, comprised of Khasra No. 169/2, 170/2, 186, 185/4, 197/1, 198/1, ad-measuring 12 bighas:
 - (ii) farm land No.6A comprised in Khasra No. 198/2, 197/2, 198/2, 245, ad-measuring 4 bighas 16 biswas:

(iii) farm land No.8 comprised in Khasra No. 245, 256, 244/4, 257/1, ad-measuring 11 bighas 10 biswas.

In pursuance to the agreement, the complainant made part payment of Rs.11,11,00,000/- (Rupees Eleven Crore and Eleven Lakh Only) to the petitioner

3. Subsequently, a dispute arose between the parties. The complainant filed the present FIR as well as a Civil Suit bearing CS(OS) No. 5/2017 against the petitioner.

4. The learned Addl. Sessions Judge, vide order dated 26.05.2017 referred the parties to Mediation Cell, South. The parties arrived at a settlement before the Mediation Centre, Saket Courts, New Delhi. A settlement agreement dated 12.07.2017 was drawn and the petitioner returned the entire amount of part payment alongwith 18% interest amounting to Rs.19,87,00,000/- (Rupees Nineteen Crore and Eighty Seven Lakh Only). In addition, the petitioner also paid an amount of Rs.12,00,000/- (Rupees Twelve Lakh) towards delayed payment calculated @ 10%. The complainant appeared before the Addl. Sessions Judge on 10.10.2017 and received the part payment in pursuance of the settlement agreement. Finally, on 10.11.2017, a statement was made that the complainant shall co-operate the petitioner in quashing of the present FIR.

5. In pursuance to the above settlement, the complainant has already withdrawn the aforesaid Civil Suit No. 5/2017 vide order dated 02.08.2017.

6. The parties, who are present in person, are identified by their respective counsels as well as by the Investigating Officer. Learned counsels for the parties submit that the settlement agreement is with respect to the aforesaid lands mentioned above and the same is without prejudice to the proceedings pending between the parties with respect to the land located in Behrampur, Gurugram. Learned counsel for the complainant, on instructions, submits that subject to the above, he has no objection to the quashing of the present FIR. An affidavit of the complainant/respondent No.2 has also been filed to the above effect giving no objection to the present FIR.

7. A Status report has been placed on record. Respondent no. 2 is present in person and states that he has entered into the settlement with the petitioner out of his own free will, volition and without any undue force, pressure or coercion. He further states that he has no objection if the present FIR is quashed against the petitioner.

8. The parties shall remain bound by their statements made in Court today.

9. In Parbatbhai Aahir and Ors. Vs. State of Gujarat and Ors. reported as **(2017) 9 SCC 641**, it has been held as under:-

“16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions:

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16.7 As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing in so far as

the exercise of the inherent power to quash is concerned;

16.8 Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute;

16.9 In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice... ”

10. Similarly, in The State of Madhya Pradesh Vs. Laxmi Narayan and Ors. reported as **(2019) 5 SCC 688**, it has been held as under:-

“15. Considering the law on the point and the other decisions of this Court on the point, referred to hereinabove, it is observed and held as under:

15.1 that the power conferred Under Section 482 of the Code to quash the criminal proceedings for the non-compoundable offences Under Section 320 of the Code can be exercised having overwhelmingly and predominantly the civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes and when the parties have resolved the entire dispute amongst themselves.... ”

11. In view of the above facts, no useful purpose will be served in continuance of the proceedings. It is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed.

12. So far as the inter se disputes between the petitioner and his other brother are concerned, the same are not the subject matter of the present FIR. The petitioner's brother may pursue the legal remedies as available under the law.

13. With the above directions, the petition is disposed of alongwith the pending applications.

14. Order *dasti* to the counsels for the parties.

MANOJ KUMAR OHRI, J

FEBRUARY 11, 2020

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