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

+ **CRL.M.C. 1829/2022, CRL.M.A. 18858/2023**

AWDESH OJHA & ANR.

..... Petitioners

Through: Mr.Shrey Sherawat and Ms.N.Ojha,
advts. with petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Anil Kumar, PS Pandav Nagar
Mr.Gaganpreet Singh and Mr.Nitish,
Adv. for R-2 with R-2 in person.

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Date of Decision: 20.07.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The matter has been taken up today on an application for early hearing.
2. Present petition has been filed under section 482 CrPC seeking quashing of case FIR No. 356/2013 dated 16.08.2013 registered under Sections 420/406/34 IPC at PS Pandav Nagar, Delhi. The said FIR was lodged on the statement of respondent No.2/complainant alleging that the petitioner Nos. 1 and 2 have committed criminal breach of trust and

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have cheated the respondent No. 2 of his hard earned money. Petitioner No.1 was the proprietor of M/s Hari Om Auto Deal having its registered office at Kotla Scooter Market and the petitioner No.2 is the son of the petitioner No.1.

3. Briefly set out the allegations as per the FIR are that on 10.03.2008 the Respondent No. 2/ complainant approached the petitioners to purchase a new TSR (Three Seat Auto-Rickshaw) for a total consideration of Rs. 4,00,000/-. Respondent No.2 made a down payment of Rs. 2,00,000/- and was to pay the remaining amount of Rs. 2,00,000/- along with interest by way of 36 equal installments @ 16% p.a., amounting to Rs. 8220/- per month.
4. As agreed between the parties, the TCR was handed over to the complainant upon making the down payment. The complainant was further told that the said TSR is in the name of Shri Surjit Singh and when he would pay the remaining amount of Rs. 2,00,000/- by way of 36 installments, they shall handover all its original documents to the complainant and further get the RC transferred in his name. After paying the 31st installment, the complainant approached the petitioners demanding for the papers/documents of the TSR, however, the Petitioners told the respondent No. 2 that he can take the papers once he makes the payment of the remaining installments which amount to Rs. 53,600/-. Respondent No. 2 duly paid the said amount and demanded for the papers, and was then informed that the TSR papers are with the main financier i.e. Aseeja and he may collect the same from



him. Thereafter, respondent No. 2 approached Aseeja and was told to come back later after a week. After a week, respondent No. 2 again visited Aseeja and was then informed that the papers were given back to the petitioners and that he can collect the same from them. Thereafter the complainant approached the petitioners demanding the TCR papers, but the petitioners lingered on and kept delaying the matter over some reason or the other. Thereafter several months passed by and despite repeated requests, the papers were still not handed over to the respondent No.2. Lastly, on 13.09.2012 when the complainant again visited the office of the petitioners, he discovered that the petitioners had left the said office after cheating various persons.

5. Basis the above allegations, the present FIR came to be registered against the petitioners. It has been submitted that vide order dated 16.03.2017 passed by the Ld. CMM, Karkardooma Courts, the petitioners were declared as Proclaimed Offenders. It has been submitted that the petitioners were never served any notice of this. Thereafter, once the petitioners learnt of the proceedings pending against them, they approached the respondent No. 2 and amicably settled all their disputes.
6. Ld. Counsel submits that thus the parties have now amicably and voluntarily settled all their disputes vide Compromise Deed dated 11.04.2022 on the following terms and conditions:

“AND WHEREAS the First Party and Second Party have arrived at the compromise to settle the matter in the FIR bearing no.356/2013 U/S 420/406/34 IPC at PS Pandav Nagar, Delhi



AND WHEREAS the first party/Complainant has already received all the documents of the vehicle bearing no. DL-1RK-7885 from the main Financier and the ownership has been transferred from Surjeet to Sujit i.e. Complainant.

AND WHEREAS the terms of the compromise is that the Second party have paid Rs.40,000/- in cash towards full and final payment as per the consent of the First Party and they do not want to proceed in the matter and want to withdraw the case.

AND WHEREAS BOTH the parties will move to the High Court for quashing the matter.”

7. Ld. Counsel submits that in terms of the above settlement, the settled amount stands fully paid and the parties no longer wish to pursue the present complaint. Respondent No. 2 and the petitioners are present in person and have been duly identified by the IO. Respondent No.2/complainant states that in terms of the settlement, he has already received the entire agreed amount. He states that he has no grievance against the petitioners and no longer wishes to pursue the present FIR. He states that he has entered into the settlement voluntarily out of his own free will, without any fear, force or coercion. He states that he has no objection if the present FIR and all criminal proceedings emanating therefrom are quashed. An Affidavit of no objection has also been filed on behalf of the complainant along with the present petition.
8. I have considered the submissions. Admittedly, the dispute between the parties arose due to the non-delivery of the TCR papers, which have been duly handed over to the respondent No.2/complainant. The



dispute is predominantly commercial in nature and has been amicably resolved. The parties have voluntarily settled all their disputes and differences vide MoU dated 11.04.2022 on the mutually agreed terms and conditions contained therein. Further, in terms of the MoU, the settled amount has duly been paid to the respondent No.2/complainant. The complainant no longer wishes to pursue the present complaint. Since, nothing remains in the present dispute, which has been amicably settled, the present FIR and the consequent proceedings emanating therefrom are liable to be quashed as no fruitful purpose would be served by keeping the present complaint pending.

9. Section 482 of the Code saves the inherent power of the High Court to prevent abuse of the process of any court or to secure the ends of justice. In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the Court must evaluate whether the ends of justice would justify the exercise of such inherent power. The decision as to whether a criminal proceeding or FIR should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case. The main aim is to do real, complete and substantial justice. It has repeatedly been held that if the dispute is private or commercial in nature and the parties have entered into a settlement and there is a remote chance of



conviction, it is better to put a quietus to the litigation so as to prevent the abuse of the process of the Court and to secure the ends of justice.

10. The Hon'ble Supreme Court in *Parbatbhai Aahir v. State of Gujarat*, (2017) 9 SCC 641, *inter alia* held as under:

“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 insofar 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;”

11. In view of the totality of facts and circumstances of the case, the present FIR No. 356/2013 dated 16.08.2013 registered at PS Pandav Nagar, Delhi, under Sections 420/406/34, IPC and all criminal proceedings emanating therefrom are quashed.

12. Accordingly, the present petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

JULY 20, 2023/rb

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