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

+ CRL.M.C. 6533/2022, CRL.M.A. 25475/2022

RAJ PAL SINGH RANA

..... Petitioner

Through: Mr.Aman Nandrajog and Mr.Gaurav Arora, Advocates with petitioner in person.

versus

GOVERNMENT OF NCT DELHI & ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state with Mr.Dipanshu Meena, Advocate Mr.Selvaraj Mahendranan, Adv. for R-2 with R-2 in person ((through VC) SI Mohit, Karol Bagh

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Date of Decision: 21.03.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed for quashing FIR no.109/1999 registered under Section 420/468/471 IPC at PS Karol Bagh.
2. Brief facts of the case as alleged in the petitioner are that in year 1997, the Petitioner and Respondent no. 2 entered into a Hypothecation Agreement dated 07.08.1997 for a term of 36 months. In furtherance of the same agreement, an amount of Rs. 2,73,000/- was paid by Respondent No. 2 as the cost of the car. It has been stated that the Petitioner duly paid three instalments in compliance with the



Hypothecation Agreement, however, failed to pay further amount due to the alleged financial crunch. It has been stated that the Petitioner also violated the terms Hypothecation Agreement by transferring the vehicle to a third party and that is when disputes arose between the Petitioner and Respondent No. 2 and present FIR was lodged.

3. Learned Counsel for the Petitioner submits that the charge sheet in the present case has already been filed and during the pendency of the proceedings before the learned Trial Court, parties have entered into a mediation settlement dated 03.03.2022 before the Delhi Mediation Centre, Tis Hazari Courts, Delhi. He submits that pursuant to the agreement, the petitioner has paid the balance amount of Rs. 80,000/- to Respondent No. 2 on 04.03.2022.
4. It is the case of the petitioner that since respondent no. 2 has received the payment in terms of the settlement and he has no objection if the FIR is quashed, it will be in the interest of justice that the FIR under reference is quashed along with all the proceedings emanating therefrom.
5. The mediation settlement dated 03.03.2022 has been placed on record and reads as under:

1. That the accused has undertaken to pay a total sum of Rs.1,60,000/- (Rupees One Lakh Sixty Thousand only) to the complainant, in two installments, in full and final settlement of the case.

*2. That the complainant has accepted the above proposal of the accused. Pursuant thereto, the accused has already paid, a sum of Rs.80,000/-, out of the settlement amount to the complainant. The said fact is acknowledged by the complainant. The balance settlement amount i.e. **Rs. 80,000/-** shall be paid by the accused to*



*the complainant by way of demand draft/ pay order drawn in favour of M/s **Shakti Finance Ltd.** by tomorrow i.e. **04.03.2022**.*

3. That within one month of payment of balance settlement amount, accused may move appropriate petition in the Hon'ble High Court of Delhi urging for quashing the FIR No. 109/1999, PS Karol Bagh. The complainant has undertaken to co-operate with the accused in his said endeavour viz. preparation of the petition, signing, swearing affidavits, appearing in court and making statement etc.

4. That on compliance of the above terms, there shall remain no dispute or difference surviving between the parties hereto in respect of the subject matter of case. They commit themselves not to rake up any issue or action in this behalf against each other before any Court/Forum/ Authority at any time in future.

5. That the parties have gone through and fully understood the terms hereinbefore recorded and have confirmed and verified the same to be correct and that they are going to sign it without any mistake, misrepresentation, threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms.

6. It is pertinent to note that an affidavit dated 15.07.202 on behalf of Respondent no.2 has also been filed wherein it has been stated that Respondent no. 2/complainant has no objection if the FIR under reference is quashed. The affidavit of Respondent No. 2 reads as under:

1. I am the Authorised Representative of Respondent No.2, Shakti Finance Ltd., which is the complainant in the FIR No. 109/1999 lodged on 02.04.1999 at Police Station Karol Bagh, New Delhi at the instance of one Mr. Shanker Padhy, Deputy Manager of Shakti Fiance Ltd. against the applicant Mr.Raj Pal Rana aged about 37 years r/o KM-9/006 Kosmos, JP Wishtown, Sector 134, Noida, Gautam Budh Nagar, Uttar Pradesh-201304, wherein it was alleged that the Accused had not paid a loan amount in respect of a four-wheeler vehicle.

2. I state that the dispute pertaining to the aforesaid FIR No. 109/1999



has now been settled between the Complainant and the Accused person, and the Accused had undertaken to pay a total sum of INR 1,60,000/- {Rupees One Lakh Sixty Thousand Only} to the complainant, in full and final settlement of the case. That in furtherance of the said settlement, both the parties had also entered into a Settlement agreement dated 03.03.2022 after being referred to mediation by the Court of Ms.Isha Singh, Ld.Metropolitan Magistrate (NI act) -3, Central, Tis Hazari Courts, Delhi.

3. I state that is not in dispute than an amount of INR 80,000/ (Rupees Eighty Thousand Only) was already paid by the Accused/Raj Pal Rana to the complainant. Pursuant to the terms of the Settlement Agreement dated 03.03.2022 as stated above, the Accused has paid the balance amount of INR 80,000/- Rupees Eighty Thousand Only), and therefore, the entire settlement amount has been paid to the Complainant by the Accused.

4. I state that there remain no dispute or differences surviving between the parties hereto in respect of the subject matter of the case as under FIR No. 109/1999, and therefore, the complainant in the said FIR does not wish to pursue any legal remedy/case hereinafter and has no objection if the FIR bearing FIR No.109; 1999 lodged on 02.04.1999 at Police Station Karol Bagh) New Delhi is quashed by the Hon'ble High Court of Delhi, at New Delhi in view of the Settlement Agreement dated 03.03.2022.

5. I state that the Accused/ Raj Pal Rana has also informed to me about preferring an Application u/ s 482 of the Code of Criminal Procedure, 1973 before the Hon'ble High Court of Delhi, at New Delhi for quashing of the above stated FIR No. 109/ 1999. I state that I have also read over and understood the contents of the said Application being filed by the Accused before the Hon 'ble High Court of Delhi, at New Delhi under Section 482 of the Code of Criminal Procedure, 1973, and further state that I have no objection to the same and would completely support the case of the accused/applicant for quashing of the above-stated FIR No. 109/1999 lodged on 02.04.1999 at Police Station Karol Bagh, New Delhi

6. I undertake to not pursue any legal action against the Applicant/ Accused hereinafter in relation to the subject matter of the present dispute.



7. Section 482 of the Code saves the inherent power of the High Court which it has by virtue of it being a superior court to prevent abuse of the process of any court or to secure the ends of justice. In forming an opinion on whether a criminal proceeding or complaint should be quashed in the exercise of its jurisdiction under Section 482, the Court must evaluate whether the ends of justice would justify the exercise of the 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.
8. It has repeatedly been held that if the dispute is private in nature and the parties have entered into a settlement and there is a remote or bleak chance of conviction, it is better to put an end to the litigation so as to prevent the abuse of the process of the Court and to secure the ends of justice. Reliance may be placed on *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, *Narinder Singh v. State of Punjab*, (2014) 6 SCC 466 and *State of M.P. v. Laxmi Narayan*, (2019) 5 SCC 688,
9. The present dispute is from the year 1997 and the FIR was lodged on account of alleged cheating by the petitioner with the complainant for the sale and purchase of a vehicle. Since the dispute is predominantly private in nature and the parties have resolved all the disputes amicably, in my considered opinion it is in the interest of justice if quietus is put to this long dispute.
10. In view of the above, FIR no.109/1999 registered under Section 420/468/471 IPC at PS Karol Bagh and all the other proceedings emanating therefrom are quashed.



11. The present petition along with the pending application stands disposed of.

DINESH KUMAR SHARMA, J

MARCH 21, 2023

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