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

+ **CRL.M.C. 521/2024**

VIJAY YADAV & ANR.

..... Petitioners

Through: Mr Shailendra Babbar, Advocate
along with petitioners through VC.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr Raghvinder Varma, APP for the
State with Insp. Rajiv Gulati, PS
EOW, Delhi.
Respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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24.01.2024

CRL.M.A. 2071/2024

1. Allowed, subject to all just exceptions.

CRL.M.C. 521/2024

2. The present petition has been filed under Section 482 CrPC seeking quashing of FIR No.0018/2009 under Sections 420/467/468/471/506/120B IPC registered at Police Station EOW and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.

3. Issue notice. The learned APP for the State accepts notice. He submits that since the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.



4. The petitioners, as well as, respondent no.2 are present through video conferencing and they have been identified by the learned counsel for the petitioners.
5. The brief facts of the case are that on an application made by the respondent no.2, loan was sanctioned and disbursed by the ICICI Bank to the respondent no.2 but subsequently, a complaint was filed by the respondent no.2 alleging that the employees of the ICICI Bank, as well as, the DSA, the petitioners herein, had forged signatures of the complainant on the application on the basis of which the loan was sanctioned at a higher rate of interest. This led to the registration of aforesaid FIR.
6. During the pendency of the proceedings, the parties have arrived at a settlement, terms whereof were reduced in writing in the form of Memorandum of Understanding dated 28.03.2021, a copy of which is annexed as Annexure P-2 to the present petition.
7. In terms of the said settlement, the respondent no.2 agreed to pay a sum of Rs.1,16,22,000/- as a full and final settlement amount to the ICICI Bank.
8. The learned counsel for the petitioner submits that the entire settlement amount has been paid to the ICICI Bank as is evident from the clause (1) of the MoU.
9. Mr Sanjeev Bakshi, Zonal Officer (Legal) of the ICICI Bank has also joined through video conferencing and acknowledges having received the entire settlement. He further submits that 'No Dues Certificate' has also been issued by the bank to the respondent no.2.
10. The respondent no.2, on a query put by the Court, states that he has received the "No Dues Certificate" from the ICICI Bank and has no



objection in case the FIR is quashed.

11. At this stage, apt would it be to refer to the observations of the Supreme Court in *Gian Singh v. State of Punjab*, (2012) 10 SCC 303: (SCC p. 340, para 58)

“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor.”

12. In *Parbatbhai Aahir vs. State of Gujarat* (2017) 9 SCC 641, the Supreme Court laid down 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; and”...

(emphasis supplied)



13. Considering the fact that the FIR is an outcome of a commercial transaction and the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them.

14. Further, in view of the settlement between the parties, the ultimate chances of conviction in the case are also bleak, therefore, continuation of criminal proceedings will be an exercise in futility.

15. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

16. Consequently, the petition is allowed and the FIR No.0018/2009 under Sections 420/467/468/471/506/120B IPC registered at Police Station EOW alongwith all other proceedings emanating therefrom, is quashed.

17. The petition stands disposed of in the above terms.

18. Order be uploaded on the website of this court.

VIKAS MAHAJAN, J

JANUARY 24, 2024
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