



\$~60

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 249/2024**
JASMINE BUILDMART PVT LTD & ANR. Petitioner
Through: Mr. Bakul Jain, Adv. with petitioners
in person
versus
STATE & ORS. Respondents
Through: Mr. Amol Sinha, ASC for State with
Insp. Dheeraj Kumar PS EOW
Ms. Jyoti Gulati, Adv. for R2 with R2
in person.
Ms. Shashi Shekhar, Adv. for R3 with
R3 in person
Mr. Gurpreet Singh, Adv. for R4 with
R4 in person.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER
% **24.01.2024**
CRL.M.A. 2295/2024 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

W.P.(CRL) 249/2024 & (CRL.M.A. 2296/2024)

3. The present petition has been filed under Section 482 CrPC seeking quashing of FIR No.176/2022 under Sections 420/406/120B IPC registered at Police Station EOW and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
4. Issue notice. The learned ASC 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.



5. The Director representing the petitioner no. 1, as well as, the petitioner no. 2 are present in Court. The respondent no. 2 (complainant) is also present in Court. The respondent no. 3 and 4 who have been arraigned as an accused in the FIR are also being represented by their respective counsels. The parties have been identified by their respective counsels as well as by IO Insp. Dheeraj Kumar PS EOW.

6. The brief facts of the case are that the respondent no. 2 had approached the petitioners for purchasing an apartment in the project called “Krrish Provence Estate, Gwal Pahari” and paid the consideration amount in two instalments of Rs. 25,00,000/- each but neither the project was completed nor any builder buyer agreement was executed in favour of the present petitioner.

7. On a complaint being filed by the respondent no. 2 the aforesaid FIR came to be registered.

8. During the pendency of the proceedings, the petitioners, as well as, the respondent no. 2 (complainant) have arrived at a settlement, terms whereof were reduced in writing in the form of Settlement agreement dated 31.03.2023, which is annexed as Annexure E to the present petition.

9. In terms of the said settlement, the petitioners agreed to pay an amount of Rs. 50,00,000/- to the respondent no. 2 towards full and final settlement of all her claims.

10. It is also a term of the settlement that upon payment of the total amount of Rs. 50,00,000/-, the respondent no. 2 shall cooperate with the petitioner for quashing of the aforesaid FIR.

11. Out of the said amount, a sum of Rs. 25,00,000/- has already been paid by the petitioners to the respondent no.2 in the manner as mentioned in



the settlement. The remaining amount of Rs. 25,00,000/- has been paid to the respondent no.2 today in the court by the petitioners by way of Demand Draft bearing No.317708 dated 12.01.2024 issued by Union Bank of India, Chhattarpur, New Delhi.

12. The receipt of entire amount of Rs.50,00,000/- is acknowledged by the respondent no.2, who is present in court.

13. The respondent no.2, on a query put by the Court, states that she has no objection in case the FIR is quashed.

14. 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.”

15. 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”...

16. Keeping in view the above legal position and regard being had to the fact that the present FIR is an outcome of a builder buyer dispute that is essentially of a civil nature which has been settled amicably by the parties, it is a fit case where FIR should be quashed.

17. Further, in view of the settlement the chances of conviction of the petitioner in the present case are also bleak, therefore, no useful purpose will be served in continuing the criminal proceedings.

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

19. Consequently, the petition is allowed and the FIR No.176/2022 under Sections 420/406/120B IPC registered at Police Station EOW along with all other consequential proceedings emanating there from, is quashed.

20. The petition stands disposed of.

21. Order be uploaded on the website of this Court.

VIKAS MAHAJAN, J

JANUARY 24, 2024/N.S. ASWAL