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

\+ CRL.M.C. 3615/2023

SH ANEET GOGIA & ORS. ..... Petitioners

Through: Mr.Shivendu, Advocate with petitioners in person

versus

STATE AND ANR. ..... Respondents

Through: Mr.Aashneet Singh, APP for State with SI Harish Hooda

Mr.Mukesh Kumar, Advocate for respondent No.2 with respondent No.2 in person

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

O R D E R

% **28.05.2024**

1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No.363/2017 registered under Section 420 IPC at P.S. Keshav Puram on the ground that the parties have amicably settled their disputes.

2. The allegations in the FIR relate to the cheating committed by the petitioners in the context of sale of certain property.

3. Learned APP for the State submits that in the present case the petitioners are the only accused persons and respondent No.2 is the only complainant/victim. It is further submitted that chargesheet has been filed in the present case under the aforesaid section.

4. Learned counsel for the petitioners submits that the parties have reached an amicable settlement vide Memorandum of Understanding/Settlement dated 04.03.2023. Further, out of the settlement

amount, an amount of Rs.1,40,000/- is being paid today through two demand drafts bearing Nos.961389 dated 27.05.2024 drawn on IDFC First Bank, Ghaziabad for an amount of Rs.1,20,000/- and 067994 dated 08.04.2024 drawn on Axis Bank Ltd., Pitampura for an amount of Rs.20,000/-. The petitioners, who are present in Court, further undertake to pay the balance amount of Rs.10,000/- by way of a demand draft within two days from today.

5. Further, respondent No.2, who is present in Court alongwith her son, states that the original NOC dated 12.02.2018 issued by Bank of Baroda be provided to her.

6. At this stage, learned APP for the State, on instructions, submits that the original NOC has already been seized and placed on record alongwith the chargesheet. Learned counsel for the petitioner stated that he has no objection to the request made by respondent No.2. Respondent No.2 shall be at liberty to approach the trial court for release of the aforesaid NOC in her favour.

7. Learned counsel for the petitioners further submits that the dispute between the petitioners and Bank of Baroda has already been settled and in this regard, he has referred to the order dated 05.04.2015 passed by DRT-I, Delhi in TSA-/17 titled as 'Smt. Lajwanti vs. Bank of Baroda'.

8. The petitioners and respondent No.2, who are present in the Court, have been identified by their respective counsels and the Investigating Officer.

9. Respondent No.2 states that she has entered into the aforesaid Memorandum of Understanding/Settlement out of her own free will, volition and without any coercion. She further states that she has no objection if the

present FIR and consequent proceedings are quashed subject to encashment of the demand drafts handed over today and payment of remaining amount of Rs.10,000/-.

10. Learned counsels for the parties submit that no other proceedings are pending between the parties.

11. The parties shall remain bound by the statements made in Court today.

12. In Parbatbhai Aahir and Others *v.* State of Gujarat and Another 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:*
>
> *xxx*
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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; and..."*

13. Similarly, in State of Madhya Pradesh *v.* Laxmi Narayan and Others reported as **(2019) 5 SCC 403**, 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:*
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> *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;"*

14. In view of the above facts and since no useful purpose will be served in continuance of the present criminal proceedings, it is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed, subject to encashment of the demand drafts handed over today and payment of remaining amount of Rs.10,000/- and further subject to payment of cumulative cost of Rs.10,000/- to be deposited by the petitioners with the Delhi State Legal Services Authority (A/c No.: 18580110053263, Bank: UCO BANK, Branch: Rouse Avenue, IFSC: UCBA0003364) within a period of four weeks from today. The amount so deposited shall be utilized by the Delhi State Legal Services Authority for providing counselling/psychological support to POCSO victims requiring such assistance.

15. Proof evidencing receipt of deposit shall be filed with the I.O. In case the receipt of cost is not filed within the stipulated time, the I.O. shall be at liberty to move an appropriate application.

16. With the above directions, the petition is disposed of.

17. Let a copy of this order be communicated to the Member Secretary, Delhi State Legal Services Authority for information.

MANOJ KUMAR OHRI, J

MAY 28, 2024

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