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

+ **CRL.M.C. 3441/2024**

PINKI PASWAN & ORS.

.....Petitioners

Through: Mr. Bhavesh Kumar Sharma along
with Gudiya Sharma advocates with
petitioners in person.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr.Satish Kumar, APP for the State.
Mr. Suhail Khan, Ms Aliza Zeeshan,
Ms Aisha Khan and Mr. Jai Phougat.
Advocates for R-2.
SI Rajak Ahmed PS Sangam Vihar

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
26.07.2024

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The present petition has been filed for quashing of case FIR no.0324 dated 03.07.2017 registered under Section 420 IPC at PS Sangam Vihar and all the other proceedings emanating therefrom.

The brief facts as per the FIR are that the respondent no.2 lodged a complaint against the petitioners for fraud, forgery, criminal conspiracy and threat to kill. Respondent no.2 bought a plot with the help of petitioner no.3 from petitioners no.1 and 2. The respondent no.2 paid a sum of Rs.5,25,000/- for the same, to the petitioners no. 1 and 2 in presence of petitioner no.3. Further, when respondent no.2 wanted to take possession of the plot, certain people intervened and informed him that the said plot



belongs to some other people and not petitioner no.1 and 2. Pursuant to this, respondent no.2 contacted petitioner no.3 to seek possession of the plot, towards which petitioner no.3 abused the respondent and also stated that he is unaware of any transaction between the respondent no.2 and the petitioners no. 1 and 2. Hence, respondent no.2 lodged a complaint against the petitioners and alleged that all the petitioners have extorted money from him by cheating and forgery. He also alleged that the petitioners have fraudulently sold someone else's land to him.

However, during the pendency of the proceedings, the parties have resolved their disputes amicably and in furtherance thereof they have entered into a settlement agreement dated 26.09.2023 before the Mediation Centre, Saket Courts, New Delhi. The terms and conditions of the settlement are as follows:

- 1. It is agreed between the parties that the second party i.e. accused no.2 and 3 shall pay total amount of Rs. 3,50,000/- (Rupees Three Lakh Fifty Thousand only), to the First Party towards full and final settlement amount in respect of present FIR.*
- 2. It is agreed between the parties that the above-mentioned settled amount of Rs. 3,50,000/- shall be paid by the Second Party i.e. accused no.2&3 to the First Party in one go, payable on or before 10.01.2024, by way of DD/NEFT/RTGS.*
- 3. That the present FIR No. 324/2017, U/s 420/406/174A/34 IPC has been registered against the following accused persons on the complaint of First Party :-*
 - (1). Sh. Prem Lal, Accused No.1/Second Party.*
 - (ii). Ms. Pinky Paswan, Accused No.2/Second Party.*
 - (iii). Sh. Virender Kumar, Accused No.3/Second Party.*



As one of the sections in the present FIR is non-compoundable in nature so, it is agreed between the parties that the Second Party shall file a quashment petition U/s 482 Cr.P.C. before the Hon'ble High Court of Delhi on or before 30.01.2023 for quashing of the present FIR and the First Party shall fully co-operate in the said proceedings. It is further agreed between the parties that First Party shall sign his affidavit of no objection, appear and do all possible acts required in order to get the present FIR as well as proceedings emanating therefrom are to be quashed qua all the accused persons. The litigation expenses for quashing of the present FIR shall be borne by the accused persons. However, it is clarified here that the quashing of the FIR is the discretion of the Hon'ble High Court.

4. It is further agreed between the parties that in case of default or breach of the above-mentioned terms and conditions in the present settlement on behalf of either of the parties, the respective party shall also have liberty to initiate proper and appropriate legal proceedings against the other party.

5. It is further agreed that upon compliance of all the terms and conditions, as above, nothing shall remain due between the parties in respect of the present case and they shall not file any case (civil or criminal)/complaint regarding the same.

As per the terms of the settlement, a D.D.No.000563 dated 24.07.2024 drawn on HDFC Bank in the sum of Rs.3,50,000/- in the name of Mohammad Anwar has been handed over to the complainant/respondent no.2 in court today. The respondent no.2 submits that he has settled the matter with his own free will without any force, fear or coercion. Parties have been identified by the IO.

It is settled that the inherent powers under section 482 of the Code of Criminal Procedure, 1973 are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of



the offence and the amicable settlement between the concerned parties. Therefore, reliance can be placed on *State of M.P. v. Laxmi Narayan & Ors.* (2019) 5 SCC 688, wherein the Supreme Court inter alia held that proceedings of civil character arising out of commercial transactions that have been settled amicably can be quashed under the inherent power of this Court.

In view of the settlement between the parties, the FIR no.0324 dated 03.07.2017 registered under Section 420 IPC at PS Sangam Vihar and all the other proceedings emanating therefrom are quashed.

The petition stands disposed of.

List for compliance on 05.08.2024 as to the encashment of demand draft.

DINESH KUMAR SHARMA, J

JULY 26, 2024
rb/aj/k..