



\$~34

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

+ **CRL.M.C. 4867/2023**

SHRI R. K. AGGARWAL

.....Petitioner

Through: Mr. I.S. Dahiya, Advocate with
petitioner in person along with Mr.
N.K. Aggarwal.

versus

STATE OF N.C.T. DELHI & ANR

.....Respondents

Through: Mr. Laksh Khanna, APP for State
with SI Jasbir Malik PS Kapashera
and SI Amit Sharma PS Ranhola,
Delhi.

Smt. Seema Budhwar, wife of the
respondent No.2 in person.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

02.08.2024

%

1. The present proceedings are instituted on behalf of the petitioner seeking quashing of FIR No. 105/2014 registered under Sections 420/34 IPC at Police Station Ranhola, Delhi on the ground that the parties have amicably settled their disputes.
2. The allegations in the present FIR relate to fraud and forgery of documents related to the transfer of an immovable property.
3. Mr. Khanna, learned APP for the State, on instructions, submits that the petitioner is the only accused and respondent No.2 is the complainant/victim in the present case. He states that charge-sheet has been filed. He states that the complainant/respondent no.2 Shri Dinesh has expired on 19.07.2023 and that the complainant is now represented by his wife Smt. Seema Budhwar, who has been duly identified by the IO. It is also



stated that one of the accused namely Mr. S.K. Aggarwal has since expired on 12.06.2018.

4. Learned counsel for the petitioner submits that the present FIR has been registered due to misunderstanding. He further submits that parties have amicably settled their disputes vide Settlement Agreement dated 23.04.2018, a copy of which has been placed on record. In terms of the said settlement, complainant is now left with no claim or grievance against the petitioner. He further submits that though the present petition has been preferred only by Mr. R.K. Aggarwal however, Mr. N.K. Aggarwal is also present in the Court, who is also identified by the IO. He further states that Mr. N.K. Aggarwal has also signed the settlement agreement. He submits that the settlement agreement has executed between the petitioner Mr. R.K. Aggarwal, Mr. N.K. Aggarwal, Mr. S.K. Aggarwal (father of Mr. N.K. Aggarwal) and the complainant Mr. Dinesh vide which the subject land was to be restored back to him. Learned counsel for the petitioner on instructions from the petitioner states that the petitioner undertakes not to claim any right, title or interest in the subject land in future. He further states that both Mr. R.K. Aggarwal and Mr. N.K. Aggarwal (for himself and on behalf of his deceased father Mr. S.K. Aggarwal) undertake that they will not claim any right, title or interest in the subject land and will comply with the undertaking given by them in the Court today.

5. Petitioner and Mr. N.K. Aggarwal (son of deceased S.K. Aggarwal), who are present in Court, have been duly identified by his counsel as well as the I.O./ SI Jasbir Malik PS Kapashera and SI Amit Sharma PS Ranhola, Delhi.

6. Smt. Seema Budhwar, the wife of Mr. Dinesh/complainant/respondent



No.2 is also present in person and has been duly identified by the IO. She states that she is willing to honour the settlement agreement that has been arrived with her husband subject to fulfilment of the aforesaid undertaking given on behalf of the petitioner and Mr. N.K. Aggarwal.

7. Petitioner and Mr. N.K. Aggarwal have shown remorse for their conduct and undertakes not to repeat the same in future. The wife of respondent No. 2 also states that since her husband has settled the disputes with the petitioner, she has no objection to the quashing of the FIR and that she is giving this statement 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.

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

9. 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

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...”

10. 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:

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;”

11. In view of the above facts and considering that no useful purpose will be served in continuance of the proceedings, it is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed qua the petitioner and Mr. N.K. Aggarwal.

12. With the above directions the petition is disposed of.

MANOJ KUMAR OHRI, J

AUGUST 2, 2024/rd