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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2174/2023 & CRL. MAs 20250/2023, 38216/2024**
SANT LAL AGRAWALPetitioner

Through: Ms. Kinnori Ghosh and Mr. Akash
Jindal, Advocates with petitioner
through VC.

versus

THE STATE OF NCT OF DELHI & ORS.Respondents

Through: Mr. Amol Sinha, ASC (Crl.) for the
State with SI Mukesh Chauhan PS
EOW, Mandir Marg, New Delhi.
Mr. Prabhat Kumar, Advocate
(M:9811456675) for respondent no.2.
Mr. A. Mishra, Advocate for
respondent nos. 3 and 4 with
respondent no.3 in person.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

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19.12.2024

1. The present proceedings are instituted on behalf of the petitioner seeking quashing of FIR No. 0234/2018 registered under Sections 420/406/120B IPC at Police Station EOW, Mandir Marg, New Delhi on the ground that the parties have amicably settled their disputes.
2. As per the allegations levelled in the present FIR, the accused/petitioner and respondent Nos. 3 and 4 duped the complainant company/respondent No.2 of more than Rs.11,00,00,000/-.
3. Mr. Amol Sinha, ASC (Crl.) for the State, on instructions, submits that the petitioner is an accused and respondent No.2 is the complainant/victim in the present case. It is further submitted that the other



accused persons have been impleaded as respondent Nos. 3 and 4, however, the present petition is preferred by the complainant/respondent No.2 for quashing of the aforesaid FIR qua the petitioner only, on the grounds of reaching an amicable settlement.

4. Learned counsel for the petitioner submits that the present FIR has been registered due to a misunderstanding. He further submits that the petitioner and respondent No.2 have amicably settled their disputes vide Settlement Deed dated 15.02.2023, a copy whereof has been placed on record. In terms of the said settlement, the respondent No.2 is now left with no claim or grievance against the petitioner. It is also stated that the petitioner has entered into the aforesaid settlement with the complainant through his son.

5. Learned counsel for the parties submits that the petitioner has abided by the terms of the said settlement and in pursuance of the same, the petitioner has handed over a demand draft for a sum of Rs.30 lacs bearing DD number 889038 drawn on IndusInd Bank, Naya Bazar, towards full and final settlement.

6. Learned counsel for the complainant/respondent No.2 submits that the complainant would comply with the obligation under the settlement agreement, subject to the encashment of the aforesaid demand draft, handed over in Court today. Learned counsel for the complainant further submits that the complainant has entered into a settlement only with the present petitioner, in his personal capacity as well as in the capacity of being a Director of *Jagat Agro Commodities Pvt. Ltd.* and not with the other co-accused/respondent Nos. 3 and 4 herein.

7. At this stage, learned counsel for the petitioner, in support of her



contention that under Section 482 Cr.P.C., the Court is empowered to quash FIR against some of the accused and need not quash the same against all the accused persons necessarily, has relied upon the decision of the Supreme Court in Lovely Salhotra v. State (NCT of Delhi) & Anr., reported as **(2018) 12 SCC 391** as well as decisions of this Court in Sunil Tomar v. State of NCT of Delhi & Anr., reported as **2022 SCC OnLine Del 1027** and Karan Sharma v. The State of NCT of Delhi in **Crl. M.C. 2987/2022**.

8. The petitioner, who has joined the proceedings through VC, is identified by his counsel as well as by the IO/ SI Mukesh Chauhan PS EOW, Mandir Marg, New Delhi. The petitioner submits that the settlement agreement was entered into by his son being his SPA, with his consent and knowledge. He undertakes to abide by all the terms and conditions contained in the settlement agreement. The undertaking is accepted and is taken on record. The petitioner is made bound by the same. The respondent No.3, who is present in Court, has been identified by her counsel as well as by the I.O.

9. The petitioner has shown remorse for his conduct and undertakes not to repeat the same in future. Learned counsel for respondent No.2 also states on the complainant company's behalf that it has settled the disputes with the petitioner without any coercion and has no objection if the present FIR and consequent proceedings are quashed qua the present petitioner only.

10. The parties shall remain bound by the statements and undertakings made in Court today.

11. In ParbatbhaiAahir 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:

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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...”

12. 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;”

13. 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 present petitioner only, subject to payment of cost of Rs.50,000/- to be deposited by the petitioner with ‘*Avlamban Fund Scheme, 2024*’, a scheme formulated by GNCT of Delhi for survivors of acid attacks (Account No. 43599660056 at State Bank of India, Tis Hazari Branch, Delhi; IFSC SBIN0000726 & MICR Code 110002126) within four weeks from today.

14. Proof evidencing receipt of deposit shall be filed with the I.O.

15. In case the cost is not deposited within four weeks, the I.O. shall be at liberty to move an appropriate application in this regard.

16. With the above directions, the petition is disposed of alongwith miscellaneous applications.

MANOJ KUMAR OHRI, J

DECEMBER 19, 2024/*rd*