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

+ W.P.(CRL) 1846/2022, CRL.M.A. 15900/2022

PRADEEP PANCHAL @ BABLU & ORS.Petitioners

Through: Mr. Mukesh Anand, Mr. Chand
Panchal, Advs. with petitioners.

versus

STATE GOVT. NCT OF DELHI & ANR.Respondents

Through: Mr. Yasir Rauf Ansari, ASC with
Mr.Alok Sharma, Mr. Vasu Agarwal,
Advs. with SI Pankaj Kumar, PS Jyoti
Nagar.
R-2 in person.

+ W.P.(CRL) 1745/2023, CRL.M.A. 16246/2023

ANUJ VERMA & ANR.Petitioners

Through: Mr. Mukesh Anand, Mr. Chand
Panchal, Advs. with petitioners.

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Mr. Yasir Rauf Ansari, ASC with
Mr.Alok Sharma, Mr. Vasu Agarwal,
Advs. with SI Pankaj Kumar, PS Jyoti
Nagar.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

22.08.2024

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1. The present petitions have been filed seeking quashing of FIR Nos.400/2022 registered at PS Jyoti Nagar under Sections 420/506/34 IPC in W.P.(CRL) 1846/2022 and FIR Nos.399/2022 registered at PS



Jyoti Nagar under Sections 420/506/34 IPC in W.P.(CRL) 1745/2023.

2. The parties being in the business were having commercial transactions and in the course of that, certain dispute arose between them on some invoices and bills during the Covid Period. Besides the abovesaid FIR, Mr. Anil Verma and Mr. Rajeev Verma have also filed cases before Mr. Pradeep Panchal, Chairman MSME Department, Panchkula, Haryana. Since, the disputes were predominantly of commercial nature, the parties were referred to the Delhi High Court Mediation and Conciliation Centre. In mediation, the parties have reached on a settlement vide settlement agreement dated 31.07.2024 on following terms and conditions;

1. It has been agreed between the Parties that the First Party shall pay a sum of Rs. 53,86,434/- (Rupees Fifty Three Lakhs Eighty Six Thousand Four Hundred and Thirty Four Only) (Rs. 44,36,434/- (invoice bill amount) + Rs. 9,50,000/- approx. towards GST) to the Second Party towards all the claims of the Second Party.

2. It has been agreed between the Parties that the First Party shall pay sum of Rs. 53,86,434/- (Rupees Fifty Three Lakhs Eighty Six Thousand Four Hundred and Thirty Four Only) in 18 equal installments per month starting from 30.08.2024 till 30.01.2026 by way of bank transfer to the Second Party. Accordingly, the Second Party shall provide the receipt of the payment(s) to the First Party for accumulation of the GST.

3. It is agreed between the Parties that the settlement amount of Rs. 53,86,434/- (Rupees Fifty Three Lakhs Eighty Six Thousand Four Hundred and Thirty Four Only) shall be paid in the following manner to the Second Party:

a. A sum of Rs. 14,05,050/- (Rupees Fourteen Lakhs Five Thousand and Fifty Only) shall be paid in the account of M/s Samta Wood Product proprietor Mr. Rajeev Verma in 18 equal



installments of Rs.78,058/-(Rupees Seventy Eight Thousand and Fifty Eight Only). The Second Party shall provide the receipt of the payment(s) and bills & invoice to the First Party for accumulation of the GST Compliance.

b. A sum of Rs. 39,81,384/- (Rupees Thirty Nine Lakhs Eighty One Thousand Three Hundred and Eighty Four Only) shall be paid in the account of M/s Avian Enterprises proprietor Mr. Anuj Verma in 18 equal installments of Rs. 2,21,188/-(Rupees Two Lakhs Twenty One Thousand One Hundred and Eighty Eight Only). The Second Party shall provide the receipt of the payment(s) and bills & invoice to the First Party for accumulation of the GST Compliance.

I. It has been agreed and undertaken by the First Party shall transfer the amount as per agreement.

J. It has been further agreed and undertaken by the Parties that in case of default in making payment/receipt/GST compliances bills & invoices agreed hereinabove then the aggrieved party shall be at liberty to take legal recourse as per law including the contempt of Court proceedings.

K. It has been agreed between the Parties that they shall withdraw their respective Case bearing No. 3058/2021 and Case bearing No. 3109/2021 pending before Chairman MSME, Punchkula, Haryana as mentioned hereinabove within 10 days from signing of the present Settlement Agreement.

L. It has been agreed between the Parties that they shall not file any case/complaint/litigation before any Court/Forum/Authority qua the present dispute on compliance of the terms of the present Settlement Agreement. If any case/complaint/litigation is pending before any Court/Forum/Authority the same shall be deemed to settled/withdrawn in terms of the present Settlement Agreement.

M. The Settlement Agreement has been read over and explained to the parties in their vernacular by the mediator and the respective counsel and the parties have agreed and understood



the same.

N. That by signing this Settlement Agreement, the parties hereto state that they have no further claims or demands against each other and all their inter-se disputes and differences have been amicably settled by the parties hereto through the process of mediation.

O. The parties hereto have entered into the present Settlement Agreement with their own free will and volition, without any force, pressure, coercion, or undue influence. The parties hereto further undertake to abide by the terms of the present Settlement Agreement and not to violate the same under any circumstances.

P. The Parties agree that they shall cooperate with each other in quashing of the FIR bearing No. 399/2022 and FIR bearing No. 400/2022 pending before Hon'ble High Court of Delhi vide W.P. (CRL.) 1846/2022 and W.P. (CRL.) 1745/2023 respectively.

3. 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.
4. The parties are present in Court and have been duly identified by the IO. The parties state that they have entered into agreement



voluntarily, without any threat, force or coercion.

5. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion. No purpose will be served in continuing with the trial.
6. In view of the above, FIR nos. 400/2022 and 399/2022 registered under Section 420/506/34 IPC registered at PS Jyoti Nagar, and all the other proceedings emanating therefrom are quashed.
7. Parties are held bound by the terms and conditions of the settlement dated 31.07.2024.

DINESH KUMAR SHARMA, J

AUGUST 22, 2024

Pallavi/KR