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

+ **CRL.M.C. 4505/2024**

TUSHAR JAIN

..... Petitioner

Through: Mr Praveen Kapoor, Advocate along
with petitioner in person.

versus

STATE AND ANR

..... Respondents

Through: Mr Hitesh Vali, APP for the State
with SI Pradeep Chauhan, PS New
Friends Colony.
Mr Nitin Rai Sharma, Advocate for
R-2 along with respondent no.2 in
person.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

29.05.2024

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CRL.M.A. 16996/2024

1. Allowed, subject to all just exceptions.

CRL.M.C. 4505/2024 & CRL.M.A. 16995/2024

2. The present petition has been filed under Section 482 CrPC seeking quashing of FIR No.0047/2021 under Sections 354/323/506 IPC registered at Police Station New Friends Colony and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.

3. Issue notice. The learned APP for the State accepts notice. He submits that since the FIR is an outcome of a commercial transaction between the



parties and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.

4. The petitioner, as well as, respondent no. 2 are present in the Court and they have been identified by their respective counsel and by the Investigating Officer SI Pradeep Chauhan, PS New Friends Colony.

5. The brief facts of the case are that petitioner's company and the respondent's firm were doing business transactions and the respondent no.2 visited the office of petitioner's company to request for outstanding payment of Rs.13,40,250/- whereupon some scuffle took place and a complaint was lodged by the respondent no.2, which culminated into aforesaid FIR.

6. During the pendency of the proceedings, the parties have arrived at a settlement, terms whereof were reduced in writing in the form of Memorandum of Understanding dated 11.08.2021, a copy of which is annexed as Annexure P-1 to the present petition.

7. It is recorded in the settlement that the parties have amicably resolved all their disputes.

8. It is also a term of the settlement that the petitioner shall pay a total sum of Rs.10,50,000/- to the respondent no.2 towards all her claims arising out of the business transaction in two equal instalments of Rs.5,25,000/- each.

9. An amount of Rs.5,25,000/- has already been paid by the petitioner to the respondent no.2 in manner as stated in the settlement. The remaining amount of Rs.5,25,000/- has been paid to the respondent no.2 today in the court by the petitioner no.1 by way of Demand Draft bearing No.712042 dated 07.05.2024 issued by Punjab National Bank, ECE House, K. G. Marg, New Delhi-110001.



10. The receipt of entire amount of Rs.10,50,000/- is acknowledged by the respondent no.2, who is present in court.
11. The respondent no.2, on a query put by the Court, states that she has no objection in case the FIR is quashed.
12. At this stage, apt would it be to refer to the observations of the Supreme Court in ***Gian Singh v. State of Punjab, (2012) 10 SCC 303: (SCC p. 340, para 58)***.

“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor.”

13. Likewise, in ***Parbatbhai Aahir vs. State of Gujarat (2017) 9 SCC 641***, the Supreme Court laid down as under:-

“...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 insofar 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”...

14. Keeping in view the above legal position and regard being had to the fact that the present FIR is an outcome of a commercial transaction and dispute has been settled amicably by the parties, it is a fit case where FIR should be quashed.

15. In view of the settlement between the parties, the ultimate chances of conviction in the case are bleak, therefore, continuation of criminal proceedings will not serve any useful purpose and it will be an exercise in futility.

16. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

17. Consequently, the petition is allowed and the FIR No.0047/2021 under Sections 354/323/506 IPC registered at Police Station New Friends Colony alongwith all other proceedings emanating therefrom, is quashed.

18. The petition stands disposed of in the above terms.

19. Order be uploaded on the website of this court.

VIKAS MAHAJAN, J

MAY 29, 2024
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