



\$~44

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

+ **W.P.(CRL) 2115/2022, CRL.M.A. 18209/2022**

**M/S JMS LOGISTICS AND
EXPRESS (P) LTD & ORS.**

..... Petitioners

Through: Mr. Sumit K. Batra, Mr. Manish
Khurana, Ms. Priyanka Jindal, Advocates.

versus

STATE & ANR.

..... Respondents

Through: Mr. Yasir Rauf Ansari, ASC for State
with SI Yashpal, PS: Farsh Bazar.

Mr. Sangam Singh, Advocate for Complainant/R2
along with R2 through video conferencing.

CORAM:

HON'BLE MS. JUSTICE JYOTI SINGH

ORDER

02.04.2024

%

1. This petition has been filed by the Petitioner under Article 226 of the Constitution of India read with Section 482 Cr.P.C. seeking quashing of FIR No. 334/2022 dated 21.06.2022, under Sections 406/34 IPC registered at PS: Farsh Bazar, Delhi, including all the proceedings emanating therefrom, predicated on a settlement between Petitioners and Respondent No.2.

2. Case of the prosecution is that a complaint was received from Ishan Ahmad alleging that M/s Alpine Infosoft provided several laptops on rent to the company named JMS logistics, which is a part of 'WOW Express' named after Jayesh Kamath, Mazhar Latif, and Sandeep Padosh, who are Directors of the company. In this regard, an Agreement was also signed between both the companies on 20.08.2020, whereby laptops and barcode



scanners were offered on rent by the complainant to the Petitioners. It was further alleged that petitioners misappropriated 27 laptops and an amount of Rs.7,85,994/- was pending as rent. During investigation, accused persons/Directors of JMS Logistics were given notices to join investigation, but they did not do so. On 12.09.2022, petitioners joined investigation and informed that the matter has been settled with the complainant and full and final payment of the amount due has been made through demand draft for a sum of ₹9.5 lakhs and no money was outstanding. It is stated in petition that parties have resolved all the disputes and the terms of settlement were incorporated in a Settlement Agreement dated 22.08.2022, copy of which has been filed with the petition.

3. However, during the pendency of these proceedings, some disputes arose between the parties with regard to the amount mentioned in the settlement agreement dated 22.08.2022 and on 15.12.2023, Court passed the following order:

“1. Counsel for the petitioners submits that in terms of the settlement agreement dated 22nd August, 2022, a sum of Rs.9,50,000/- has been paid by the petitioners to the respondent no.2 on 19th August, 2022 in terms of full and final settlement of the respondent no. 2/complainant’s dues.

2. Counsel for the respondent no.2 seeks further time to take instructions from his client.

3. In the event, the respondent no.2 does not want to adhere to the terms of the settlement, the aforesaid amount of Rs.9,50,000/- along with interest at the rate of 10% per annum shall be returned to the petitioners on the next date of hearing.

4. The respondent no.2 is directed to be physically present in Court on the next date of hearing.”

4. Respondent No.2 has joined Court proceedings *albeit* virtually and has been identified by the Investigating Officer, SI Yashpal, PS: Farsh Bazar as well as by his counsel. He states that he is willing to abide by the terms of



the Settlement Agreement dated 22.08.2022 and has no objection to the quashing of present FIR. The statement of Respondent No.2 is taken on record and accepted.

5. The Supreme Court in ***Gian Singh v. State of Punjab and Another, (2012) 10 SCC 303***, observed that while exercising inherent powers under Section 482 Cr.P.C. in respect of quashing of an FIR where parties have entered into amicable resolution of the disputes, one of the considerations would be whether it would be unfair or contrary to the interest of justice to continue the criminal proceedings despite the compromise and if the answer to the question is in the affirmative, the High Court would be well within its jurisdiction to quash the criminal proceedings, in order to ensure that the disputes are put to an end and peace is restored as securing the ends of justice is the ultimate guiding factor. This was of-course with a caveat that heinous and serious offences of mental depravity or offences like murder, dacoity etc. cannot be fittingly quashed even though the victim or the victim's family settles the disputes with the offender. Relevant paragraphs of the judgment are as follows:-

“55. In the very nature of its constitution, it is the judicial obligation of the High Court to undo a wrong in course of administration of justice or to prevent continuation of unnecessary judicial process. This is founded on the legal maxim quando lex aliquid alicui concedit, conceditur et id sine qua res ipsa esse non potest. The full import of which is whenever anything is authorised, and especially if, as a matter of duty, required to be done by law, it is found impossible to do that thing unless something else not authorised in express terms be also done, may also be done, then that something else will be supplied by necessary intendment. Ex debito justitiae is inbuilt in such exercise; the whole idea is to do real, complete and substantial justice for which it exists. The power possessed by the High Court under Section 482 of the Code is of wide amplitude but requires exercise with great caution and circumspection.

xxx

xxx

xxx



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. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.

xxx

xxx

xxx

61. The position that emerges from the above discussion can be summarised thus : the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz. : (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no



category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

6. Parties have mutually settled all their disputes. In view of the settlement between the parties and the categorical stand of Respondent No.2 that he does not want to pursue the complaint and shall abide by the terms of the Settlement Agreement dated 22.08.2022, no useful purpose will be achieved in continuing the criminal proceedings emanating from the subject FIR and it would be in the interest of justice that the proceedings are terminated. This Court is fortified in its view by the decisions of a Co-



ordinate Bench of this Court in ***Rajan Arora & Ors. v. The Government of NCT of Delhi & Anr., W.P.(Crl.) 1082/2023*** decided on 19.04.2023, and ***Pardeep Kumar Arora & Ors. v. State (NCT of Delhi) & Anr., W.P.(CRL.) 512/2023*** decided on 22.02.2023, where the Court has quashed FIRs under same provisions predicated on settlements between the parties, in the interest of justice.

7. Accordingly, FIR No. 334/2022 dated 21.06.2022, under Sections 406/34 IPC registered at PS: Farsh Bazar, Delhi, is quashed including all the proceedings emanating therefrom.

8. Petition stands allowed and disposed of along with pending application.

JYOTI SINGH, J

APRIL 2, 2024/DU