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

+ **W.P.(CRL) 1817/2024**

VIJAYA ANAND DIXIT & ANR. Petitioners

Through: **Mr.Tauseef Khan, Adv. with
petitioners**

versus

THE STATE GOVT. NCT OF DELHI & ANR.

..... Respondents

Through: **Mr.Sanjeev Bhandari, ASC
(Crl), Ms.Anvita Bhandari,
Mr.Kunal Mittal, Ms.Charu
Sharma, Mr.Arjit Sharma,
Mr.Vaibhav Vats, Adv.
Mr.Sushant Kumar, Adv. for
R-2 with husband of the
respondent no.2.**

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

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31.05.2024

CRL.M.A. 17598/2024 (Exemption)

1. Allowed, subject to all just exceptions.

W.P.(CRL) 1817/2024

2. This petition has been filed under Section 482 of the Code of Criminal Procedure, 1973 (in short, 'Cr.P.C.') seeking quashing of FIR No.0065/2023 registered at Police Station: Defence Colony, South-District, New Delhi, under Sections 420/406/120B of the Indian Penal Code, 1860 (in short, 'IPC'), along with all other proceedings arising therefrom, based on a settlement.



3. Issue Notice.
4. Notice is accepted by Mr.Sanjeev Bhandari, ASC (CrI) and by Mr.Sushant Kumar, Advocate for the respondent no.2.
5. The learned counsel for the petitioners submits that the disputes between the parties are of civil nature and arose out of an Agreement to Sell.
6. He submits that the parties have settled their *inter se* disputes and have entered into an amicable settlement and have executed a Memorandum of Understanding dated 28.05.2024.
7. The husband of the respondent no.2/complainant, who has been authorised by the complainant via Special Power of Attorney executed on 02.11.2022, is present in Court in person and has been duly identified by the Investigating Officer (IO) and affirms the settlement and states that the complainant / respondent no.2 has settled all the disputes with the petitioner out of her own free will and without any coercion. He submits that she has no objection if the present FIR is quashed.
8. The learned counsel for the petitioners have handed over a Demand Draft of Rs.57,01,000/- to the husband of the respondent no.2.
9. I have perused the contents of the FIR, the Settlement and also have interacted with the parties.
10. As the disputes between the parties arose out of an Agreement to Sell and now the same have been amicably settled, the respondent no.2 does not wish to pursue her complaint any further, and also looking into the nature of the allegations made in the complaint, in my



opinion, no useful purpose would be served in keeping the FIR alive. In fact, it would rather create further acrimony between the parties and will be an unnecessary burden on the State exchequer.

11. Guided by the principles enunciated by the Supreme Court in its judgments in *Gian Singh v. State of Punjab*, (2012) 10 SCC 303; *Parbatbhai Aahir @ Parbatbhai Bhimsinbhai Karmur & Ors. v. State of Gujarat & Ors.* (2017) 9 SCC 641; and, *State of Haryana & Ors. v. Bhajan Lal & Ors.* 1992 Supp (1) SCC 335, this Court deems it appropriate, in the interest of justice to exercise its inherent powers under Section 482 of the Cr.P.C. to quash the FIR and all the proceedings emanating therefrom.

12. Accordingly, the petition is allowed. FIR No.0065/2023 registered at Police Station: Defence Colony, South-District, New Delhi, under Sections 420/406/120B of the IPC and all consequential proceedings emanating therefrom against the petitioners are quashed, however, the petitioners are saddled with costs of Rs.35,000/- to be deposited with *Civil & Session Courts Stenographers Association*, Delhi, Punjab National Bank, Gokhale Market, Delhi-110006, Saving Account No.0613000100079946, RTGS/NEFT IFSC Code, PUNB0061300 within a period of two weeks from today.

13. The petitioners shall file, with the Registry of this Court, proof of such deposit of the above costs and also supply a copy thereof to the concerned IO within the said period.

NAVIN CHAWLA, J

MAY 31, 2024/Arya/ss

[Click here to check corrigendum, if any](#)