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

\+ CRL.M.C. 6869/2024, CRL.M.A. 26250/2024

AMRISH BHATI .....Petitioner

Through: Mr. Anubhav Dubey, Adv.

versus

THE STATE NCT OF DELHI AND ANR .....Respondents

Through: Mr. Satish Kumar, APP for the State with SI Arvind Kumar, PS Sangam Vihar

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

<u>O R D E R</u>

% **02.09.2024**

<u>CRL.M.A. 26250/2024 (exemption)</u>

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

<u>CRL.M.C. 6869/2024</u>

1. The present petition has been filed for quashing of FIR No. 732/2023 dated 06.10.2023 registered under Section 420/468/471/34 IPC at PS Sangam Vihar, New Delhi.

2. The FIR was lodged on the statement of the complainant alleging that the petitioner has misrepresented information regarding a plot of 450 sq. yards, Khatauni No. 1/1, Khewat No. 180/156 Min, Mu No. 20 Killa No. 12/1 (1-13), Mu No. 21. 16(3-0), 17 (2-17), Maujalsmailpur, Deepawali Enclave, Tehsil and District Faridabad. The complainant has

alleged that the total value of the plot was stated to be Rs. 41,40,000/-, out of which the complainant had given Rs. 5 lakhs to the petitioner. It was alleged that later on it was found that the petitioner did not have the ownership and he had taken Rs. 5 lakhs by misrepresentation and thus committed cheating.

3. However, learned counsel for the petitioner states that the matter has been settled between the parties by intervention of respectable and social people. The parties have entered into settlement vide deed dated 20.08.2024 on the following terms and conditions:

"1. That the complainant /first party has filed a complaint an amount of Rs.5,00,000/- (Rupees Five Lakhs only) (Rs.4 Lakhs through D.D. bearing No.013008, on 29.07.2024 drawn on AXIS Bank, Mohan Co-operative Delhi and Rs.1 Lakh Cash) shall be paid to the first party i.e. Mr. Asif Ali (Complainant).
2. That the first party and second had agreed to amicably settle the above said case has lodged an FIR No. 0732 on 06.10.2023 at P.S. Sangam Vihar in Under Section 420/468/471/34 IPC against the second party /accused which is pending in the Court of Ld. J.M. Saket Courts, Delhi towards full and final settlement of the above said Case/ FIR and in respect of the same executes this settlement deed.
3. That after execution of this Settlement Deed there shall not remain any claim whatsoever by the first party towards the second party.
4. That the first party shall not file any other complaint before any court or Tribunal/ Commission/Forum/P.S./statutory authority any court of law against the second party with respect to the said cheque.
5. That both the parties have agreed for Settlement in the sum of Rs.5,00,000/- (Rupees five Lakhs only) and the same has been paid by the second party to the First Party towards the entire satisfaction of the first party in respect of the said DD and cash.
6. That the first party shall and is bound by the present settlement deed to give a statement before the Ld. Metropolitan Magistrate, Delhi on the next date of hearing leading to the withdrawal of above said case/FIR.

7. That this Settlement Deed has been executed between both the parties out of Free Will and consent of both the parties and there has been no undue influence, force or coercion from any quarter whatsoever.
8. That the present settlement deed shall remain binding on the parties.
9. That the Parties have adored into and signed the present Settlement Deed without any misrepresentation, coercion, pressure, threat, inducement, etc."

4. Both parties are present in court and have been duly identified by the IO. The complainant states that he has received the complete settlement amount. The IO states that there is no other FIR against the present petitioner.
5. 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
6. Since it was a commercial dispute, which has since been settled, a cost of Rs. 10,000/- is imposed on the petitioner to be paid to Indian Army Welfare Fund within 4 weeks. Compliance report to be filed.
7. In view of the settlement arrived at between the parties, subject to petitioner depositing the aforesaid cost, the FIR No. 732/2023 dated

06.10.2023 registered under Section 420/468/471/34 IPC at PS Sangam Vihar, New Delhi and all the other proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

SEPTEMBER 2, 2024
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