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

+ **CRL.M.C. 6912/2024**

BARINDER GARG

.....Petitioner

Through: Mr. Ocean Chaudhary, Mr. Raj
Kumar, Advs. with petitioner.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Raghuinder Verma, APP for State
and SI Talwinder Singh, PS Cyber
East.
Complainant through VC.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

03.09.2024

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CRL.M.A. 26434/2024

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 6912/2024

3. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 13/2022 dated 08.03.2022 under Section 420 IPC, PS Cyber Police Station East, Delhi and the proceedings emanating therefrom, if any, on behalf of petitioner on the ground of compromise.
4. Learned counsel for the petitioner submits that the present FIR was lodged on the statement of complainant/respondent No. 2 alleging



therein that the complainant was cheated through an unknown call from 9971758640 on the pretext of verifying the KYC of his bank account. The investigation is still continuing. However, now the parties have entered into a settlement vide Compromise Deed/MOU dated 28.11.2022 on the following terms and conditions:

“a) It is agreed that the second party shall not take any further steps to revive the said FIR/ complaint w. r. t. said FIR / complaint or to file any other complaint in any court of law in future. That FIR bearing No. 13/2022, PS: Cyber Police Station East, Delhi was lodged by the second party against the first party and both the parties have reached a compromise with the intervention of family members relatives and well- wishers and do not want to pursue the FIR. It is agreed that the second party shall not take any further steps to revive the said FIR/complaint w.r.t. said FIR/complaint or to file any other complaint in any court of law in future.

b) That the second party hereby assures and undertakes to render all kind of co-operation and assistance for enabling the first party to prefer a petition for quashing of FIR and further undertakes to appear before the Hon'ble High Court of Delhi as and when required, in terms of the compromise.

c) That the parties have entered into the present Compromise Deed without any undue influence, coercion, pressure, fraud but have entered into Compromise Deed out of their free will, consent and volition. The contents of the present Compromise Deed have been read over and explained to both the parties in their vernacular language, which they understood and have signed the present Compromise Deed in the presence of witnesses.

d) that both the parties undertake to respect the terms of settlement entered into between them and adhere to the terms of the compromise.”



5. Since the dispute is predominantly commercial in nature and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement. I consider that since the parties have settled the matter even otherwise the offence was compoundable in nature. IO is present in the court and has duly identified the parties.
6. 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 and the dispute is purely commercial in nature. The complainant has duly been compensated.
7. In view of the above, FIR No. 13/2022 dated 08.03.2022 under Section 420 IPC, PS Cyber Police Station East, Delhi and all the other proceedings emanating therefrom are quashed.
8. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 3, 2024/AR/HT..