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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 6944/2024, CRL.M.A. 26532/2024**

**M/S INVESTORS CLINIC INFRATECH PVT. LTD.
& ANR.**

.....Petitioners

Through: Mr. Alok Kumar Aggarwal, Ms.
Anushruti, Ms. Anushka Sharma and
Ms. Snigdha Rajpal, Advocates

versus

STATE NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Laksh Khanna, APP for State
with SI Subhash Kumar, P.S. Sarita
Vihar.

Mr. Nitesh Mishra and Ms. Vani
Pratap, Advocates for respondent
No.2 with respondent No. 2 in person.
Mr. Akhilesh K. Srivastava and Mr.
Manoj Kumar, Advocates for
respondent No.3.

**CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI**

**ORDER
06.09.2024**

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1. The present proceedings are instituted on behalf of the petitioners seeking quashing of FIR No. 0311/2023 registered under Sections 420/34 IPC at P.S. Sarita Vihar, Delhi on the ground that the parties have amicably settled their disputes.
2. The allegations in the present FIR relate to fraud and forgery with respect to a transfer of property.
3. Mr. Khanna, learned APP for the State, on instructions, submits that the petitioners and respondent No. 3 are the only accused persons and



respondent No.2 is the complainant/victim in the present case.

4. It is submitted that the respondent Nos. 2 and 3 have amicably settled their disputes vide Settlement Agreement dated 15.12.2023, a copy of which has been placed on record. In terms of the said settlement, complainant is now left with no claim or grievance against the respondent No.3 or the petitioners.

5. Petitioners and respondent No. 3, who are present in Court, have been identified by their respective counsels as well as the I.O./SI Subhash Kumar, P.S. Sarita Vihar.

6. Mr. Aggarwal, learned counsel for the petitioners, on instructions, submits that without prejudice to their rights and contentions, petitioners would pay a sum of Rs.1.25 lacs over and above the settlement amount to the respondent No.2 within four days from today.

7. Mr. Mishra, ld. counsel for respondent No.3, on instructions, submits that in terms of the settlement, a sum of Rs.80,000/- already stands paid and today he is handing over a demand draft of Rs.1,00,000/- to respondent No.2. Ld. counsel, on instructions, states that respondent No.3 assures that the said demand draft would be encashed on presentation. He, on further instructions, submits that keeping in view the fact that five years have expired since investment made by respondent No.2, without prejudice to its rights and contentions, respondent No. 3 shall pay a further sum of Rs.1.25 lacs to respondent No.2 within a period of 4 days from today.

8. Respondent No.2 is present in Court along with her counsel. She has been identified by her counsel as well as the IO. She states that she is agreeable to accept the aforesaid amounts as offered by petitioners and respondent No.3. She further states that she has settled the disputes with the



respondent No. 3 out of her own free will, volition and without any coercion and has no objection if the present FIR and consequent proceedings are quashed against the respondent No. 3 as well as petitioners. Further, she also undertakes to withdraw the civil proceedings instituted by her.

9. The undertakings given on behalf of the parties are accepted and taken on record and they shall remain bound by the same.

10. In Parbatbhai Aahir and Others v. State of Gujarat and Another reported as **(2017) 9 SCC 641**, it has been held as under:-

“16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions:

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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 in so far 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...”

11. Similarly, in State of Madhya Pradesh v. Laxmi Narayan and Others reported as **(2019) 5 SCC 403**, it has been held as under:-

“15. Considering the law on the point and the other decisions of this Court on the point, referred to hereinabove, it is observed and held as under:



15.1. That the power conferred Under Section 482 of the Code to quash the criminal proceedings for the non-compoundable offences Under Section 320 of the Code can be exercised having overwhelmingly and predominantly the civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes and when the parties have resolved the entire dispute amongst themselves;”

12. In the peculiar facts of the case and considering that no useful purpose will be served in continuance of the proceedings, it is directed that the aforesaid FIR and the consequent proceedings arising therefrom are hereby quashed in entirety. However, in case respondent No.2 remains aggrieved on account of non-compliance by the petitioners and respondent No.3, as undertaken by them, she shall be at liberty to approach this Court.

13. With the above directions, the petition is disposed of alongwith pending application.

MANOJ KUMAR OHRI, J

SEPTEMBER 6, 2024

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