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

+ **CRL.M.C. 7724/2024**

RAJU KUMAR

.....Petitioner

Through: Mr. Rohan Kumar &
Mr. Sushant, Advs. with
petitioner in person

versus

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

.....Respondents

Through: Mr. Pradeep Gahalot, APP
for the State
SI Lalit Kumar, PS-
Bindapur
R2 (through VC)

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

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30.09.2024

CRL.M.A. 29490/2024 (for exemption)

1. Exemptions allowed, subject to all just exceptions.
2. The application stands disposed of.

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3. The present petition is filed seeking quashing of FIR No. 670/2022 dated 14.09.2022, registered at Police Station Bindapur, for an offence under Section 420 of the Indian Penal Code, 1860 ('IPC'). The FIR was registered on a complaint filed by Respondent No. 2.
4. It is alleged that a lease/security agreement dated 27.06.2018 was executed between the petitioner and Respondent No. 2 for a period of 22 months commencing from 01.07.2018 till 30.04.2020, in regard to property bearing no. F-66, Om Vihar, Uttam Nagar, New Delhi-110059 (hereafter '**the subject**

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property’). It is averred that at the time of execution of the security agreement, the possession of the said premises was handed over to Respondent No. 2. Further, as per the terms of the said agreement, Respondent No. 2 had also paid a sum of ₹4,00,000/- to the petitioner which was to be returned by the petitioner at the time of vacation of the said property by Respondent No. 2.

5. It is alleged that on 28.08.2019, DHFL Housing Finance Co. Ltd. visited the said property and informed Respondent No. 2 that the said property was mortgaged with them. When Respondent No. 2 tried to contact the petitioner in regard to the said dispute, the petitioner, at first, kept avoiding the issue and, thereafter, threatened him of dire consequences if he asked the petitioner to return his security amount back. This incident led to the registration of the afore-mentioned FIR.

6. The present petition is filed on the ground that a Settlement Deed dated 19.03.2024 was entered into between the petitioner and Respondent No.2 with the intervention of Mediation Centre, Dwarka Courts, New Delhi, on their own free will, without any undue pressure, force or coercion.

7. The learned counsel for the petitioner submits that the petitioner has settled the disputes with Respondent No. 2. He further submits that no compliance is left on part of the petitioner in terms of the settlement arrived at between the parties.

8. The petitioner is present in person and Respondent No. 2 is present through video-conference. The parties have been duly identified by the Investigating Officer.

9. The complainant, on being asked, states that he has received the settlement amount and he does not wish to pursue any proceedings arising out of the present FIR and has no



objection if the proceedings are quashed.

10. Offence under Section 420 of the IPC is compoundable.
11. This Court is of the opinion that no useful purpose would be served by relegating the parties to the learned Trial Court for filing an application to compound the offence.
12. Keeping in view the nature of dispute and that the parties have amicably entered into a settlement, this Court feels that no useful purpose would be served by keeping the dispute alive and continuance of the proceedings would amount to abuse of the process of Court.
13. In view of the above, FIR No. 670/2022 and all consequential proceedings arising therefrom are quashed.
14. The present petition is allowed in the aforesaid terms.

AMIT MAHAJAN, J

SEPTEMBER 30, 2024

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