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

+ CRL.M.C. 7786/2024, CRL.M.A. 29730/2024

VIKRAM SHARMA & ORS.

.....Petitioners

Through: Mr. Aditya Sharma, Mr. Manoj
Rajpoot, Mr. Dushyant Sharma, Ms.
Kritika Bhardwaj, Advs.

versus

STATE (GOVT OF NCT OF DELHI) & ANR.Respondents

Through: Mr. Hemant Mehla, APP for the State
Mr. Amit Ahlawat, APP for the State
with Sehnaz, Adv. with SI Amit
Kumar, PS Dwarka South

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

13.12.2024

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1. The present petition has been filed seeking the quashing of FIR No.259/2017 registered at PS Dwarka South West under Sections 174 of IPC and all the proceedings arising therefrom on the basis of the settlement deed dated 10.01.2019.
2. Briefly stated the facts of the present case are that the petitioners are accused in a Complaint case bearing CC No.4991861/16 titled *M/s Nips Services Pvt. Ltd v. Mrs. Supreme Infrastructure India* under Section 138 of NI Act. In the said complaint, the petitioners were declared absconders vide order dated 30.08.2016. Vide order dated 24.01.2017, learned MM directed SHO, Dwarka south to register an FIR against the petitioners under Section 174A IPC which led to the registration of present FIR No.259/2017, PS Dwarka South West.



However, subsequently, the parties reached on an amicable settlement and settled their all financial disputes for a total sum of Rs 24,00,000/- vide Memorandum of Full and Final Settlement dated 10.01.2019. The complainant states that in terms of the settlement, he has received the complete payment. The complainant states that in terms of the settlement, he has also withdrawn complainant case No. 4991861/2016 and complaint case No.5006791/2016 has been compounded.

3. The settlement deed dated 10.01.2019 has been arrived at on following terms and conditions;

That both the parties had a meeting in the office of the second party and its mutually agreed that the dispute between the parties is of commercial nature and now both the parties have agreed to settle the matter out of court.

That now both the parties have agreed to mutually settle the disputes for a total sum of Rs. 34,00,000/- (Rs Thirty Four lakhs Only) in full and final settlement of all the amount with respect to the commercial transactions between both the parties

It is agreed between both the parties that immediately on signing of this agreement the party of the first part shall withdraw all the cases against the party of the second part ,directors of the second part namely Vikram Sharma ,Bhavanishankar Sharma and all other the first part shall support second party in quashing of F.I.R pertaining to the above cases.

That the party of the second part in lieu of this agreement shall discharge the amount of Rs. 34,00,000/- (Rs Thirty Four lakhs Only) through Cheques /DD detailed below:

Date	Amount	Remarks
Paid in the DD date- 17/ 12 /18	Rs 5,00,000/-	vide DD no.472476 dated 17/12/2018
To be paid on 20 th of JAN 2019	Rs. 5,80,000/-	Vide DD
To be paid on 20 th FEB 2019	Rs. 5,80,000/-	Vide DD
To be paid on 20 th MAR 2019	Rs. 5,80,000/-	Vide DD



For and on behalf of the
N.C.T. of Delhi
Regn. No. 0122/06





MARCH 2019		
To be paid on 20 th of APRIL 2019	Rs. 5,80,000/-	Vide DD
To be paid on 20 th of MAY 2019	Rs. 5,80,000/-	Vide DD
Total	Rs. 34,00,000/-	

In the event the party of the second part makes default in the payment of any two of the installment or any of the above cheque /s got dishonored the second party shall pay the amount of installment through RTGS or DD within seven working days.

That the subject matter of the present arrangement is the realization of outstanding amount arising out of commercial transactions and in lieu thereof discharged the liability and on receipt of payment of all the installments as mentioned in the para 4 above there shall be no dues receivable by the party of the first part from the party of second part of any of the directors of the second part.

All the above terms and conditions are mutually agreed between the parties and are binding upon the parties and the parties herein are executed without any force, coercion and undue influence thereof:

 **SUPREME**

CERTIFIED TRUE COPY

EXTRACTS FROM THE RESOLUTION PASSED BY THE INVESTMENT COMMITTEE OF DIRECTORS OF SUPREME INFRASTRUCTURE INDIA LIMITED HELD AT 3RD FLOOR, B-WING, SUPREME BUSINESS PARK, HIRANANDANI, POWAI, MUMBAI - 400076 ON 17TH DECEMBER, 2018.

"RESOLVED THAT Mr. Brijesh Kumar Mishra, Authorised Person of the Company, be and is hereby authorized on behalf of the Company in the matter of all legal cases of the Northern Region to appear before the High Court or National Company Tribunal Law or any other court of law and relevant appropriate authorities and further authorised to appoint Advocates/ Counsels, to file petition, sign, affirm and verify Vakalatnama, the appeals, caveats, applications, notices, affidavits, writ petition, pleadings including court papers or any other documents, papers etc. and to do all such acts, deeds and things as may be necessary in order to effectively protect the Company's interest.

RESOLVED FURTHER THAT this Resolution be produced before the appropriate Court of Law during proceedings, if so required.

RESOLVED FURTHER THAT the Authority granted by this resolution may be withdrawn by Supreme Infrastructure India Limited at any time at its absolute sole discretion."

FOR SUPREME INFRASTRUCTURE INDIA LIMITED


COMPANY SECRETARY



4. Both the parties are present in court and have duly been identified by the I.O. Respondent no. 2/complainant states that he has entered into the settlement voluntarily without any threat, force, fear or coercion



and has no objection if FIR No.259/2017 registered at PS Dwarka South West under Sections 174 of IPC and all the proceedings arising therefrom is quashed. Respondent No. 2 also states that he has received the entire settlement amount.

5. The High Court is the highest Court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.
6. The Courts have repeatedly held that if the dispute is private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.
7. In the case of **Narinder Singh & Ors. v. State of Punjab & Anr.** (2014) 6 SCC 466, it was *inter-alia* held that criminal cases having overwhelmingly and predominantly of civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly, it is a private dispute, and the parties have settled the matter.
8. Taking into account the totality of facts and circumstances of the case, this Court considers that the parties have entered into an amicable



settlement vide MoU dated 18.12.2024 out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.

9. In view of the above, FIR No.259/2017 registered at PS Dwarka South West under Sections 174 of IPC and all consequential proceedings emanating therefrom are quashed.
10. The present petition and pending application, if any, stand disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 13, 2024

Pallavi/HT