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

+ W.P.(CRL) 3424/2024 & CRL.M.A. 32930/2024 & CRL.M.A.
32933/2024

PANDU MORIMISETTY

.....Petitioner

Through: Mr. Salil Tripathi and Mrs. Ragini
Pandey, Advocates

versus

THE STATE GOVT OF NCT OF DELHIRespondent

Through: Mr. Amol Sinha, ASC for State with
with SI Ramavtar, P. S. Hauz Khas
Mr. Mohd Ayaz, Advocate for
complainant along with complainant

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER
27.11.2024

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1. The instant petition under Article 226 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS) [earlier Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "CrPC")] has been filed on behalf of the petitioner seeking quashing of FIR bearing No. 214/2018 registered at Police Station - Hauz Khas, Delhi for offences punishable under Sections 420/409/34 of the Indian Penal Code, 1860 (hereinafter "IPC").

2. Learned counsel appearing on behalf of the petitioner submitted that the aforesaid FIR was registered against the petitioner and several others vide which it was alleged by the respondent no. 2 that the petitioner along



with the others failed to supply certain goods for which payment had already been made. It was alleged that the petitioner, along with the others, played fraud upon the respondent no. 2 and fraudulently induced the respondent no. 2 to part with huge amount for the dispatch of certain goods.

3. It is submitted that due to the intervention of the common friends, well wishers and respectable persons of the society, the parties have entered into a settlement vide Memorandum of Understanding dated 25th October, 2024 (hereinafter “MOU”). The terms and conditions of the said settlement are mentioned in the Settlement Agreement which is annexed as Annexure-B to the petition.

4. It is submitted that in terms of the aforesaid MOU, it has been agreed that the Rs. 26,00,000/- shall be paid to the respondent no. 2 by the petitioner as full and final settlement amount *qua* the petitioner. It is submitted that out of the said settlement amount, the petitioner, through his Advocate has paid Rs. 7,50,000/- in cash on 2^{5th} October, 2024 and has further issued three post dated cheques bearing no. 128456 for Rs. 6,50,000/-, 128455 for Rs. 6,00,000/- dated 1^{5th} January, 2025 and 128454 for Rs. 6,00,000/- dated 1^{5th} February, 2025, all drawn on Brahmanapalle, Satyasai Taluk, District Anantapur, Andhra Pradesh – 515133.

5. It is submitted that in terms of the said MOU, it was also agreed that after the receipt of Rs.7,50,000/- at the time of execution of MOU and receipt of the three post dated cheques towards the remaining settlement amount, the respondent no.2 shall facilitate/cooperate the petitioner in getting the instant FIR quashed and in the event, if any of the post dated cheques get dishonoured, then the respondent no.2 shall be free to restore the criminal case and to take lawful action against the petitioner.



6. It is submitted that since Rs. 7,50,000/- has been paid to the respondent no. 2 and the three post dated cheques have been handed over to the respondent no. 2, no grievance of any nature is left against the petitioner.

7. Therefore, it is prayed that the instant FIR be quashed on the basis of the aforesaid MOU and in terms of the various judgments of the Hon'ble Supreme Court.

8. Learned ASC for the State submitted that there is no opposition to the prayer made on behalf of the petitioner seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

9. Heard learned counsel for the parties and perused the record.

10. While adjudicating a petition filed under Section 482 of the CrPC (now Section 528 of the BNSS) to quash an FIR on the basis of compromise, it is a settled position of law that the High Court is required to consider the conduct and antecedents of the accused in order to ascertain that the settlement has been entered into by the victim on his own free will and has not been imposed upon him by the petitioner or any person related to them.

11. In the case of **Narinder Singh v. State of Punjab**, (2014) 6 SCC 466, the Hon'ble Supreme Court laid down detailed guidelines for quashing a criminal proceeding under its inherent power conferred in Section 482 of the Cr.P.C. on the basis of a settlement arrived at between the parties.

12. In the said judgment, it was held that such power shall not be exercised in cases arising out of grave offences like murder, rape, dacoity, and offences committed under special statutes such as the Prevention of Corruption Act, 1988. Therefore, it was held that the guiding factors in such cases would be to secure the ends of justice and to prevent the abuse of



process of the Court.

13. Applying the aforesaid principle laid down by the Hon'ble Supreme Court, a Coordinate Bench of this Court in ***Paramjeet Singh v. State (NCT of Delhi)***, 2015 SCC OnLine Del 14296, quashed an FIR and proceedings arising out of non-compoundable offences, i.e., Sections 308/341/34 of the IPC and held that even though an offence punishable under Section 308 of the IPC is non-compoundable and serious in nature, it is the discretion of the Court to exercise its jurisdiction in the interest of justice when a dispute has been settled between the parties and peace has been restored as it is the duty of the Court to prevent continuation of such unnecessary judicial process.

14. In the instant case, as stated above, the parties have reached on the compromise and amicably settled the entire disputes without any pressure.

15. The petitioner is present before this Court through video conferencing and has been identified by his counsel, Mr. Salil Tripathi, Advocate as well as by the Investigating Officer SI Ramavtar, Police Station - Hauz Khas, Delhi. The authorized representative of respondent no. 2 is also present in the Court and has been identified by the Investigating Officer.

16. It is stated by the authorized representative of respondent no. 2 that the parties have entered into compromise and settled the entire dispute amicably with the petitioner by own free will without any pressure or coercion. It is also stated that the respondent no. 2 has received Rs. 7,50,000/- as well as the three post dated cheques bearing no. 128456 for Rs. 6,50,000/-, 128455 for Rs. 6,00,000/- dated 15th January, 2025 and 128454 for Rs. 6,00,000/- dated 15th February, 2025. It is further stated that the instant FIR may be quashed in terms of the foregoing submissions.

17. The parties have stated that they shall abide by the terms and



conditions of the aforesaid MOU.

18. The instant criminal proceedings in respect of non-compoundable offences are private in nature and do not have a serious impact on the society especially when there is a compromise deed between the respondent no. 2 and the petitioner, and the respondent no. 2 is not interested to pursue the matter any further. In view of the same, this Court is of the view that since the parties have settled the entire dispute, no purpose would be served by keeping the matter pending as the same would be futile and waste of judicial time.

19. Therefore, in view of the settlement arrived at between the parties and the law laid down by the Hon'ble Supreme Court, the present petition is allowed. Accordingly, FIR bearing No. 214/2018, dated 11th August, 2018, registered at Police Station - Hauz Khas, Delhi for offences punishable under Sections 420/409/34 of the IPC and all consequential proceedings emanating therefrom are quashed.

20. The petition alongwith pending applications, if any, stand disposed of.

CHANDRA DHARI SINGH, J

NOVEMBER 27, 2024
gs/ryp

Click here to check corrigendum, if any