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

+ **CRL.M.C. 8645/2024**

ARVIND KUMAR

.....Petitioner

Through: Mr.Ravi Bhardwaj, Advocate
(Through VC)

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State
alongwith SI Anuradha, P.S.-Harsh
Vihar
Mr.Sanjeet Kumar Trivedi and Mr.
Ishank Gupta, Advocates for R-2
(Through VC)

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

14.11.2024

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1. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 816/2020 dated 30.09.2020 registered at PS Harsh Vihar, Delhi under Sections 135/138 India Electricity Act (Amend) 2003, and all other proceedings emanating therefrom on the basis of settlement with respondent No.2 arrived at before E-special Lok Adalat.
2. Learned counsel appearing on behalf of the petitioner submitted that the dispute between the parties has duly been amicably settled before E-special Lok Adalat on 03.07.2022. The said factum has been fairly conceded by learned counsel appearing on behalf of respondent No.2.
3. The matter has been settled on the following terms and conditions:-



“(i) It is agreed that the consumer shall pay a total sum of Rs. 26800 (Twenty Six Thousand Eight Hundred Only.) inclusive of amount already paid in respect of above referred bill raised against the above mentioned case ID, towards full and final settlement of the above referred bill issued by BYPL. The payment schedule will be as under :

a) it is agreed and settled that Rs. 26800 shall be deposited by the consumer by 18.07.2022 and / or

b) The settlement amount will be paid in 1 no. of equal installments payable by the last day of the succeeding months commencing from 18.07.2022 onwards. The above mentioned settlement amount may be paid by DD/Cash/ Cheque/NEFT or any other electronic mode.

c) Further, an extra rebate @ 10% on settled amount shall be given if full settlement-amount is paid by 11.07.2022,rebateshall be 5% in place of 10% if full settlement amount is paid after 11.07.2022 but on or before 18.07.2022. However, it is clarifiedthat no refund will be given on paid amount.

(ii) BYPL is agreeing to settle this case with the condition that rebate is only on the amount of the bill assessed and not on the energy assessed.

(iii) it is agreed that in view of the settlement arrived at, consumer shall not file any proceeding against BYPL in respect of the present bill before any Court of Law/Forum/Commission and withdraw all cases pending in any Court of Law/Forum/Commission in respect of settled case and BYPL shall not file any criminal complaint under Electricity Act, 2003. and shall issue NOC and withdraw the complaint if already filed before the Special Court of Electricity on receiving entire payment of settlement including LPSC (as applicable)

(iv)It is further agreed that in case consumer defaults in making the payment of any of the installments, he/she shall be liable to make the payment of the full amount of the impugned bill forthwith and/or shall also be liable to pay LPSC on the outstanding amount @1.5% per month. In addition to that company shall also be at liberty to take all legal actions including lodging Fill and recovery of the full amount of the impugned bill (and not the settled amount), which shall include disconnection of electricity connection without notice.

(v)It is further agreed that Petitioner shall apply for new connection/RO after completing the commercial formalities if no meter exists at the premises and shall be granted the same after payment of 1st installment. In this case NOC shall be issued only after complete



payment.

(vi) Advocate/Petitioner/Consumer has stated that this case has neither been settled earlier by any court/ Authority/Company nor decided finally by_ any Court/Forum. In case this statement is found to be false, this settlement shall be null and void and shall not be enforceable upon both the parties.

The said settlement has been recorded without any pressure, coercion and undue influence.”

4. Ld. Court E-special Lok Adalat directed the petitioner to deposit Rs.26800/- by 18.07.2022. Thereafter, the petitioner deposited the amount of Rs.26,800/- before the department of respondent No.2 on 09.05.2022 and the same was received by respondent No.2 and issued a receipt bearing No.40036133000.

5. It is the discretion of the Court under Section 482 Cr.P.C., which is to be exercised in a judicious manner on the basis of settled principles of law depending on the facts and circumstances of each case, as to whether the FIR would be quashed solely on the basis of a settlement agreement or not. Upon careful consideration, this Court finds that the underlying dispute in the present case is fundamentally civil in nature. The parties have successfully reached an amicable resolution, and all civil liabilities have been fully discharged. Given the settlement between the parties, continuing the legal proceedings would be counterproductive, and its subsequent legal proceedings would serve no constructive purpose. Moreover, such continuation would potentially cause undue prejudice to the petitioner and amount to a wasteful exercise of judicial resources.



6. Therefore, in light of the complete resolution of disputes between the parties, the Court sees no justification for prolonging the legal process. The interests of justice are best served by acknowledging the mutual settlement and bringing the proceedings to a close.

7. In view of the above, FIR No. 816/2020 dated 30.09.2020 registered under Sections 135/138 India Electricity Act (Amend) 2003, at PS Harsh Vihar, Delhi and all other proceedings emanating therefrom are quashed.

8. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 14, 2024

Dy/ht..