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

\+ CRL.REV.P. 938/2024

JITENDER KUMAR .....Petitioner

Through: Mr. Rajesh Aggarwal, Advocate

versus

INDER SHARMA .....Respondent

Through: Mr. Pankaj Kumar Mishra, Advocate for Respondent along with respondent-in-person.

CORAM:
HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

<u>O R D E R</u>

% **23.01.2025**

1. The instant petition under Section 438 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereafter *'BNSS'*) has been filed on behalf of the petitioner, seeking following prayers:

> "...i. Set-aside/quash the impugned judgement dated 05.07.2024 passed by the court of Ms. Sadhika Jalan Additional Sessions Judge (FTSC) (RC) Dwarka Courts, South-West District, New Delhi in CNR NO. DLSW01-003166-2013, Crl. Appeal no. 171/2023;and
>
> ii. Set aside the Judgement of conviction/sentence dated 25.02.2023/18.03.2023 passed by the Metropolitan Magistrate (NI ACT), South West District, Dwarka Courts, New Delhi in complaint case bearing No. 26044/2017 in case titled as *'Inder Sharma v. Jitender Kumar'*.
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> iii. Such other and further orders which this Hon'ble court deems fit and proper may also be passed in favour of the petitioner and in the interest of justice..."

2. Issue notice. Mr. Pankaj Kumar Mishra, learned counsel accepts

notice on behalf of the respondent.

3. The petitioner is present before this Court, and has been identified by his counsel, Mr. Rajesh Aggarwal.

4. Brief facts of the present case are that the complainant has stated in his complaint as well as the affidavit that somewhere in first week of January, 2015, the accused had approached the complainant and sought a loan of Rs. 6,50,000/- @ 10% interest for a period of 10 years. It was agreed that the loan amount would be returned within 120 months from the date in 120 instalments of Rs. 8590/- each with the total amount to be refunded to be Rs. 10,30,800/-, of which Rs. 3,80,800/- would be interest. Thereafter, the complainant had advanced the loan of Rs. 6,50,000/- to the accused in the last week of January, 2015. Thereafter, that the accused had paid interest for some months, but after some time he had stopped paying the interest. For the repayment of the loan amount of Rs. 6,50,5000/-, and to discharge the liability, the accused had issued a cheque to the complainant with an assurance of its encashment. The complainant had presented the said cheque for clearance, which were returned with remarks 'Funds Insufficient', *vide* bank return memos dated 04.10.2017. Since the loan amount was not paid, the complainant has filed the complaint case bearing No. 26044/2017 against the petitioner. Learned counsel for both the parties state that both the parties have amicably settled their dispute *vide* Memorandum of Understanding (MoU), dated 27.07.2024.

5. On a query made by this Court, respondent who has been identified by the IO, has categorically stated that he has entered into compromise out of his own free will and without any pressure, coercion or threat. It is also stated by respondent that the entire dispute has been amicably settled between them. The respondent further stated that he has received the entire

payment as per settlement, and has no objection if the present FIR is quashed.

6. In view of the above fact that the parties have amicably resolved their differences of their own free will, and without any coercion, no useful purpose will be served by continuing the proceedings, rather the same would create further acrimony between them. It would thus be in interest of justice to quash the abovementioned FIR, and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

7. Accordingly, Complaint Case bearing No. 26044/2017 filed by the complainant, under Section 138 of the NI Act, and all proceedings emanating therefrom are quashed.

8. In view of the above, the petition stands disposed of.

9. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

JANUARY 23, 2025/zp

Click here to check corrigendum, if any