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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 1470/2024
SATISH KUMAR & ANR.Petitioners
Through: Mr. Rajeev Ranjan, Adv.

versus

STATE & ANR.Respondents
Through: Mr. Ajay Vikram Singh, APP for
State with SI Damodar Baswana, PS.
SB Dairy.

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

% **ORDER**
15.01.2025

CRL.M.A. 5783/2024 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 1470/2024

3. The present petition has been filed under Section 482 CrPC seeking quashing of FIR No.149/2022 under Sections 420/120B/34 IPC registered at Police Station Shahbad Dairy and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
4. Notice was issued in the present petition on 22.02.2024.
5. The learned APP submits that since the FIR is an outcome of a commercial transaction and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.
6. The petitioner nos.1 and 2 and the respondent no. 2, who have joined through VC, have been identified by their respective counsel, as well as, by



the Investigating Officer SI Damodar Baswana, PS. SB Dairy.

7. The brief facts of the case are that the respondent no.2 had lent some money to the petitioners, however, when the petitioners did not return the money and stopped answering his phone calls, the respondent no.2 out of apprehension of losing money, filed a complaint alleging cheating, which led to the registration of present FIR.

8. During the pendency of the proceedings, the parties have arrived at a settlement, terms whereof were reduced in writing in the form of Compromise Deed cum Memorandum of Understanding dated 28.11.2023, which is annexed as Annexure P-3 to the present petition.

9. It is a term of settlement between the parties that the petitioner nos.1 and 2 shall pay a total sum of Rs.10 lacs to the respondent no.2 towards full and final settlement of all his claims. The entire amount of Rs.10 lacs has been paid to the respondent no.2 by the petitioner nos.1 and 2, in the manner as stated in the settlement.

10. The receipt of entire amount of Rs.10 lacs is acknowledged by the respondent no.2, who has joined through VC.

11. It is also a term of the settlement that the respondent no.2 will cooperate with the petitioners for the quashing of present FIR.

12. The respondent no.2, on a query posed by the Court, states that he has no objection in case the FIR is quashed.

13. In ***Parbatbhai Aahir vs. State of Gujarat (2017) 9 SCC 641***, the Supreme Court laid down as under:-

“...16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing insofar as the exercise of the inherent power to quash is concerned.



16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute.

16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice; and”...

14. In view of the settlement between the parties, the ultimate chances of conviction in the case are bleak, therefore, continuation of criminal proceedings will not serve any useful purpose and it will be an exercise in futility.

15. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

16. Consequently, the petition is allowed and the FIR No.149/2022 under Sections 420/120B/34 IPC registered at Police Station Shahbad Dairy alongwith all other proceedings emanating therefrom, is quashed.

17. The petition stands disposed of in the above terms.

18. Order be uploaded on the website of this Court.

VIKAS MAHAJAN, J

JANUARY 15, 2025/dss