

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

**SUBJECT : INDIAN PENAL CODE**

Date of hearing and order: December 01, 2008

CrI. M.C. No. 3379/2008

Smt. Beermati and another ... Petitioners  
Through: Mr. Lalit Anand, Advocate for the Petitioner

versus

State and Anr. ... Respondents  
Through: Mr. R.N. Vats, Additional Public Prosecutor for State with Sub-Inspector Satyapal, Investigating Officer of this case.  
Mr. K.K. Vaid, for the respondent No. 2.

SUNIL GAUR, J. (Oral)

1. In this petition quashing of FIR No.102/2008, under Section 420/468/471/120- B/406 of Indian Penal Code, registered at Police Station Bawana, Delhi, is sought on the ground that the dispute between the parties regarding an agreement to sell pertaining to property No. A-1/24, Premanjali Apartment, DE-II, DLF, Ghaziabad (UP) stand mutually and amicably settled.

2. Status report has been placed on record today. As per the status report the affidavit of respondent No. 2 regarding the compromise arrived at in this matter stands duly verified. Respondent No. 2/Complainant/first informant has been duly identified by Sub-Inspector Satya Pal, Investigating Officer of this case as well as by counsel for respondent No. 2.

3. Apex Court in case of Madan Mohan Abbot V. State of Punjab (2008) 4 Supreme Court Cases 582 observed as under :- “We need to emphasis that it is perhaps advisable that in disputes where the question involved is of a purely personal nature, the court should ordinarily accept the terms of the

compromise even in criminal proceedings as keeping the matter alive with no possibility of a result in favour of the prosecution is a luxury which the courts, grossly overburdened as they are, cannot afford and that the time so saved can be utilized in deciding more effective and meaningful litigation. This is a common sense approach to the matter based on ground of realities and bereft of the technicalities of the law.”

4. There is a settlement/compromise agreement dated 27th September 2008 on record and the factum of compromise stands verified by the Investigating Officer. In terms of the compromise arrived at, the earnest money of Rs.1,10,000/- in respect of agreement to sell in question alongwith interest etc., i.e. Rs.2 lakhs has been paid by the Petitioners to respondent No. 2. This stands confirmed by respondent No. 2, who is present in court and he states that he has no objection to quashing of FIR in question.

5. This court is of considered opinion that no useful purpose would be served in continuing with the proceedings arising out of FIR in question, as the subject matter of this FIR stands already mutually, amicably and finally resolved outside the court.

6. Consequently, FIR No.102/2008, under Section 420/468/471/120-B/406 of Indian Penal Code, registered at Police Station Bawana, Delhi and proceedings arising therefrom stand quashed.

7. The petition as well as pending applications, if any, stand disposed of accordingly.

Sd/-  
Sunil Gaur, J.