

[2019] 10 S.C.R. 669

SALEEM AHMED

A

v.

STATE & ANR.

(Criminal Appeal No. 1244 of 2019)

AUGUST 19, 2019

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[ABHAY MANOHAR SAPRE AND

R. SUBHASH REDDY, JJ.]

Code of Criminal Procedure, 1973: s.482 – Quashing of FIR – Allegation of theft of electricity – Demand raised by the respondent-Electricity Department – Dispute referred to Lok Adalat – Dispute amicably settled between the appellant-consumer and the Electricity Department whereby appellant required to pay certain sum in full and final satisfaction of entire claim – The amount was duly paid by the appellant – However, subsequently, the respondent lodged FIR against the appellant in relation to the same demand – High Court refused to quash the FIR – On appeal, held: The dispute was amicably settled between the parties and in the order of Lok Adalat, no liberty was granted to the Department to file FIR against appellant – Therefore, filing of FIR was unjust and liable to be quashed – Electricity Act – s. 135 – Compromise/Settlement.

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Allowing the appeal, the Court

HELD : 1. Once the dispute in relation to recovery of outstanding amount was finally settled between the parties (appellant and BSES) amicably in Lok Adalat resulting in passing of the award in full and final satisfaction of the entire claim, there was neither any occasion and nor any basis to file FIR by the BSES against the appellant in respect of the cause which was subject matter of an award. The remedy of the parties in such a case was only to challenge the award in appropriate forum in case they felt aggrieved by the award. [Paras 14, 15] [673-E-G]

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State of Punjab & Anr. v. Jalour Singh & Ors. (2008) 2

SCC 660 : [2008] 1 SCR 922 ; Bhargavi Constructions & Anr. v. Kothakapu Muthyam Reddy & Ors. (2018) 13

SCC 480 : [2017] 9 SCR 380 – relied on.

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- A 2. The effect of passing of an award was that dispute in relation to the demand raised by the BSES was settled amicably between the parties leaving no dispute surviving. The original demand was for Rs.97,786/- whereas the dispute was settled at Rs.83,120/- in full and final satisfaction of the claim made by the BSES against the appellant. The dispute between the parties, therefore, came to an end for all purposes consequent upon passing of an award except to the extent of recovery of the awarded amount of Rs.83,120/-. [Paras 16, 17] [673-G-H; 674-A-B]
- B 3. The award did not contain any condition granting liberty to the BSES to file an FIR against the appellant under the Electricity Act notwithstanding settlement of the dispute and passing of an award in relation to demand in question. On the other hand, the conditions set out in the award, in clear terms, record that the dispute was settled in full and final satisfaction of the demand in question. The filing of FIR after passing of the award by the Lok Adalat was wholly unjust and illegal and the same was not permissible being against the terms of the award and also for want of any subsisting cause of action arising out of demand. It is, therefore, not legally sustainable. [Paras 18, 20] [674-C-D; F]
- C *State of Punjab & Anr. v. Jalour Singh & Ors. (2008) 2 SCC 660 : [2008] 1 SCR 922 ; Bhargavi Constructions & Anr. v. Kothakapu Muthyam Reddy & Ors. (2018) 13 SCC 480 : [2017] 9 SCR 380 – relied on.*
- D CRIMINAL APPELLATE JURISDICTION : Criminal Appeal No. 1244 of 2019.

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Case Law Reference

[2008] 1 SCR 922	relied on.	Para 15
[2017] 9 SCR 380	relied on.	Para 15

G From the Judgment and Order dated 05.09.2018 of the High Court of Delhi at New Delhi in Criminal M.C. No. 4476 of 2018.

Anil Kumar Gautam, V. K. Sharma, Advs. for the Appellant.

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Sunil Fernandes, Ms. Nupur Kumar, Ms. Priyansha Indra Sharma, A
Mohan Prasad Gupta, Ms. Sunita Sharma (for B.V.Balram Das), Advs.
for the Respondents.

The Judgment of the Court was delivered by

ABHAY MANOHAR SAPRE, J.

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1. Leave granted.

2. This appeal is filed against the final judgment and order dated 05.09.2018 passed by the High Court of Delhi at New Delhi in Crl.M.C. No.4476 of 2018 whereby the High Court dismissed the petition filed by the appellant herein. C

3. The appeal involves a short point as would be clear from the facts mentioned hereinbelow.

4. The appellant is the owner of the house bearing No. F-11/75 (SF), Khasra No. 2271/4, Malviya Nagar, Khirkee Extn., New Delhi. The appellant let out this house to respondent No. 3 (**the name of respondent No.3 was deleted from the array of the parties by this Court order dated 25.04.2019**) on monthly rent. D

5. On 15.12.2014, the officials of the Enforcement Department of BSES Rajdhani Power Ltd.-respondent No. 2 herein inspected the electricity meter installed in the aforesaid house and found that the meter was not recording correct reading. E

6. On verification, the BSES made assessment in relation to the consumption of the electricity and accordingly sent a bill for theft for Rs. 97,786/- to the appellant and respondent No. 3 because he being in occupation of the house was found consuming the electricity supplied by the BSES. The case was accordingly registered against the appellant and respondent No.3 being case No. ID - RJ 151214SC102 (CRN No. 25201 72444/SAKET)- PLA No. 1/37/2015. F

7. On 27.02.2015, the BSES organized one Permanent Lok Adalat-I in Lower Courts at Delhi under the provisions of Legal Services Authorities Act, 1987 to settle their several recovery cases. The appellant's case was also fixed for settlement. G

8. By order dated 27.02.2015 (Annexure P-2), the case was settled at Rs.83,120/- against full and final payment of the aforesaid bill H

A of Rs.97,786/- . The appellant accordingly paid Rs.83,120/- to the BSES in terms of the order dated 27.02.2015 in three equal installments. The order reads as under:

B **"In this case, the petitioner had approached this Court for settlement with regard to DT bill amounting to Rs.97,786/- based on inspection dated 15.12.2004. A proposal for settlement was given on behalf of the petitioner, which was duly recorded in the Order dated 13.02.2015.**

C **Sh. Rajesh Arora submits that after examining this proposal, the competent authority has agreed to settle this bill for a sum of Rs.83,120/- . This offer has now been accepted by the Learned Counsel for the petitioner. Accordingly, it is now agreed between the parties that the petitioner shall deposit a sum of Rs.83,120/- in full and final settlement against the impugned bill of Rs.97,786/- . It is further agreed between the parties that the petitioner shall deposit the said amount of Rs.83,120/- in three equal installments. The amount of the first installment shall be deposited by the petitioner on or before 09.03.2015, the amount of second installment on or before 30.03.2015 and the amount of third installment, on or before 30.04.2015. The said amount will be deposited at Andrews Ganj office. It is further agreed that in case the petitioner defaults in making the payment of any of the installments, he shall be liable to make the payment of the full amount of the impugned bill forthwith.**

F **It is further agreed that after deposit of the amount of first two installments, the request of the petitioner for release of a new connection will be processed immediately thereafter and new connection will be released within one week from the date of deposit of the second installment, subject to completion of concerned formalities including deposit of any other outstanding amount against the premises in question.**

G **With this order, the dispute between the parties stands settled amicably. The said settlement has been recorded without any pressure, coercion or undue influence. Parties**

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are directed to sign this order of settlement. A copy of this order be supplied to the parties for compliance.”

9. Despite settlement of the case and receiving the payment, the BSES filed FIR No.548/15 against the appellant on 21.03.2015 under Section 135 of the Electricity Act in P.S. Malviya Nagar, South Delhi in relation to the same demand.

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10. The appellant felt aggrieved by the registration of FIR against him and filed a petition under Section 482 of the Code of Criminal Procedure, 1973 (hereinafter referred to as “the Code”) in the High Court challenging its registration as being bad in law.

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11. The High Court, by impugned order, dismissed the petition, which has given rise to filing of the present appeal by way special leave by the appellant in this Court.

12. Heard learned counsel for the parties.

13. Having heard the learned counsel for the parties and on perusal of the record of the case, we are constrained to allow the appeal, set aside the impugned order, allow the petition filed by the appellant under Section 482 of the Code and quash FIR No.548/15.

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14. In our opinion, once the dispute in relation to recovery of outstanding amount was finally settled between the parties (appellant and BSES) amicably in Lok Adalat resulting in passing of the award dated 27.02.2015 in full and final satisfaction of the entire claim, there was neither any occasion and nor any basis to file FIR by the BSES against the appellant in respect of the cause which was subject matter of an award.

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15. The remedy of the parties in such a case was only to challenge the award in appropriate forum in case they felt aggrieved by the award. Such was, however, not the case here. (**See- State of Punjab & Anr. vs. Jalour Singh & Ors.**, (2008) 2 SCC 660 and **Bhargavi Constructions & Anr. vs. Kothakapu Muthyam Reddy & Ors.**, (2018) 13 SCC 480)

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16. In our opinion, the effect of passing of an award was that dispute in relation to the demand raised by the BSES was settled amicably between the parties leaving no dispute surviving. The original demand was for Rs.97,786/- whereas the dispute was settled at Rs.83,120/- in

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- A full and final satisfaction of the claim made by the BSES against the appellant.

17. The dispute between the parties, therefore, came to an end for all purposes consequent upon passing of an award except to the extent of recovery of the awarded amount of Rs.83,120/. It is not in B dispute that the appellant paid the awarded amount to the BSES in terms of the award dated 27.02.2015 and the same was also accepted by the BSES without any protest. The award thus stood fully satisfied.

18. We also find that the award did not contain any condition granting liberty to the BSES to file an FIR against the appellant under C the Electricity Act notwithstanding settlement of the dispute and passing of an award in relation to demand in question. On the other hand, the conditions set out in the award, in clear terms, record that the dispute has been settled in full and final satisfaction of the demand in question. It is not in dispute that Section 152 of the Electricity Act empowers the D officer concerned to compound the offences punishable under the Electricity Act.

19. In our view, if the BSES was so keen to file FIR against the appellant under the Electricity Act then either they should not have settled the matter through Lok Adalat or while settling should have put a condition in the award reserving therein their right to file FIR notwithstanding E settlement of the dispute in question. This was, however, not done.

20. We are, therefore, of the considered view that the filing of FIR after passing of the award by the Lok Adalat was wholly unjust and illegal and the same was not permissible being against the terms of the award and also for want of any subsisting cause of action arising out of F demand. It is, therefore, not legally sustainable.

21. In view of the foregoing discussion, the appeal succeeds and is accordingly allowed. The impugned order is set aside. As a consequence, the petition filed under Section 482 of the Code by the G appellant is allowed and FIR No. 548/2015 registered in PS Malviya Nagar, South Delhi against the appellant is hereby quashed.