



**IN THE SUPREME COURT OF INDIA
CRIMINAL ORIGINAL JURISDICTION**

TRANSFER PETITION (CRL.) NO. 50 OF 2024

ABC

... Petitioner (s)

VERSUS

XYZ

... Respondent(s)

ORDER

Rajesh Bindal, J.

1. The present Transfer Petition has been filed seeking transfer of proceedings in Criminal Complaint Number AC4033 of 2018 filed under Section 138 of Negotiable Instrument Act, 1881 (for short "NI Act, 1881") read with Section 142 of N.I. Act, 1881 pending before Additional Chief Judicial Magistrate, South 24 Pargana, Alipur to the Court of Metropolitan Magistrate, Rohini Court, Delhi (Northwest).

2. With the consent of both the parties the matter was referred to the Supreme Court Mediation Centre on 23.07.2024. The report of mediation has been received. The dispute between the parties has been amicably settled. They have also moved an application under Article 142 of the Constitution of

India for disposal of the pending dispute between the parties in terms of the settlement agreement.

3. As far as the issue regarding money transactions between the parties is concerned, Case AC 4033 of 2018, Civil Suit No. CS DJ 971 of 2018 and Complaint Case No. 15306 of 2018 stand settled on payment of ₹25,00,000/- by the respondent to the petitioner by way of Demand Drafts as mentioned in the Settlement Agreement.

4. The issue also pertains to FIR No. 331 of 2018 registered by the petitioner against the respondent at Police Station, Prashant Vihar under Section 376 and 506 Indian Penal Code, 1860 (for short "IPC").

5. As an offence under Section 376 of IPC could not be subject matter of mediation between the parties though other disputes stand settled, we examined the contents of FIR to satisfy as to whether the *prima facie* case is made out. The perusal of the FIR shows that the parties with consent had intimate relations and made certain financial transactions between them. They had physical relations by consent. The relations continued for a period of 04-05 years, as alleged, due to not fulfilling the promise of marriage. The FIR was

registered, alleging that the respondent got married breaking the promise with the petitioner/complainant.

6. Contents of the FIR clearly suggest that both the parties being adult had consensual relations for years before the complaint was filed alleging that there was backing out of promise to marry. This Court has consistently opined that under these admitted facts no case is made out under Section 376 IPC. Reference can be made to **XXXX v. State of M.P.**¹ and **Pramod Suryabhan Pawar v. State of Maharashtra**². Hence, in our view, the FIR in question and all subsequent proceedings deserve to be quashed.

7. As far as the reference to the money transactions between the parties and issuance of certain cheques, filing of complaint under Section 138 of the NI Act, 1881 are concerned, the parties have already settled their disputes as is mentioned in the settlement agreement dated 28.11.2024, and a sum of ₹25,00,000/- have been paid by the respondent to the petitioner by Demand Drafts bearing No. 501412 and 501413 both dated 27.11.2024 drawn on ICICI Bank, Kolkata for

¹ [2024] 3 SCR 309 : 2024 INSC 181

² [2019] 11 SCR 423

₹12,50,000/- each in the name of the petitioner at the time of signing of the settlement.

8. In view of the fact that disputes between the parties having been settled, we dispose of the abovementioned cases which shall be deemed to be dismissed as withdrawn in view of the settlement arrived at between the parties.

8.1 As far as the FIR No. 331 of 2018 is concerned, as the same could not be subject matter of settlement between the parties, on examination of the contents of the FIR, we have already opined that no case for proceeding under Section 376 and 506 IPC is made out. Hence, the aforesaid FIR and all proceedings subsequent thereto are quashed.

9. Though the parties have mentioned their names in the petition, however considering the fact that the issue considered by this Court in the present order is also pertaining to quashing of FIR under Section 376 and 506 IPC, we deem it appropriate to mask the names in our order. Hence, the petitioner/complainant has been named as "ABC", whereas the respondent has been named as "XYZ".

10. The Transfer Petition stands disposed of accordingly. A copy of the order be sent by the Registry of this Court to the

Courts concerned to consign the cases to the records, as disposed of.

.....J.
(J.K. MAHESHWARI)

.....J.
(RAJESH BINDAL)

New Delhi
December 12, 2024.