

**ABC 2019 (III) 106 SC
ACQUITTAL & BAIL CASES
SUPREME COURT OF INDIA**

(Abhay Manohar Sapre & R. Subhash Reddy, JJ.)

Criminal Appeal No. 1244 of 2019

(Arising out of S.L.P.(CrI.) No. 8801 of 2018)

(From Delhi High Court)

Decided on 19 August 2019

SALEEM AHMED

- Appellant(s).

Versus

STATE & ANR.

- Respondent(s).

Law Covered:- (A) *Electricity Act, 2003 – Section 135 – Electricity theft – Matter amicably settled fully & finally in Lok Adalat – Award passed – Amount Paid – accepted by the BSES without any protest – FIR by Electricity Supply Company – the award did not contain any condition granting liberty to the Company to file an FIR – Held, the dispute between the parties came to an end for all purposes consequent upon passing of an award – the filing of FIR after passing of the award by the Lok Adalat was wholly unjust and illegal – Order of High Court set aside. (Para 17 & 18)*

(B) *Electricity Act, 2003 – Section 135 – Matter settled fully & finally in Court by passing an award – The remedy of the parties felt aggrieved – was only to challenge the award in appropriate forum. (Para 15)*

(C) *Electricity Act, 2003 – Section 152 – Scope – Empowers the officer concerned to compound the offences punishable under the Electricity Act. (Para 18)*

Facts:- *The officials of the Enforcement Department of BSES Rajdhani Power Ltd. inspected the electricity meter installed in the house of the appellant and found that the meter was not recording correct reading. On verification, the BSES made assessment in relation to the consumption of the electricity and accordingly sent a bill for theft and the case was registered. In Lok Adalat the case was settled against full and final payment. The appellant accordingly paid settled amount. Despite settlement of the case and receiving the payment, the BSES filed FIR against the appellant u/s 135 of the Electricity Act. The appellant felt aggrieved and filed a petition u/s 482, CrPC. The High Court, by impugned order, dismissed the petition, hence the present appeal by way special leave by the appellant in the Apex Court.*

a *It was held by the Apex Court that once the dispute in relation to recovery of outstanding amount was finally settled between the parties 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.*

b **Law of relief:-** *Once matter settled fully & finally in Court by passing an award the remedy of the parties felt aggrieved is only to challenge the award in appropriate forum.*

c **Held:-** *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*) (Para-15)*

d *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 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. (Para-17)*

e *We also find that 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 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 officer concerned to compound the offences punishable under the Electricity Act. (Para-18)*

f **Counsel:-** *For Appellant(s): Mr. Anil Kumar Gautam, Adv.*

g *For Respondent(s): Mr. Sunil Fernandes, Adv.*

h **Cases Referred:-**

1. *State of Punjab & Anr. vs. Jalour Singh & Ors., (2008) 2 SCC 660, (Para-15)*
2. *Bhargavi Constructions & Anr. vs. Kothakapu Muthyam Reddy & Ors., (2018) 13 SCC 480, (Para-15)*

JUDGMENT

ABHAY MANOHAR SAPRE, J.: - 1. Leave granted. a

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 CrI. M.C. No.4476 of 2018 whereby the High Court dismissed the petition filed by the appellant herein. b

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. F11/ 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. c

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. d

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. e
f

7. On 27.02.2015, the BSES organized one Permanent Lok AdalatI 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 P2), the case was settled at Rs.83,120/ against full and final payment of the aforesaid bill 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: h

"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.

a 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
b 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
c 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
d make the payment of the full amount of the impugned bill
forthwith.

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

h 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.

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.

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

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. b

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. c

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*) d e

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

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 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. g

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 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 h

a demand in question. It is not in dispute that Section 152 of the Electricity Act empowers the officer concerned to compound the offences punishable under the Electricity Act.

b 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 settlement of the dispute in question. This was, however, not done.

c 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 demand. It is, therefore, not legally sustainable.

d 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 appellant is allowed and FIR No. 548/2015 registered in PS Malviya Nagar, South Delhi against the appellant is hereby quashed.

e **Result:-** Appeal allowed.

f **ABC 2019 (III) 111 SC**
ACQUITTAL & BAIL CASES
SUPREME COURT OF INDIA
(Dr Dhananjaya Y Chandrachud & Indira Banerjee, JJ.)
Criminal Appeal No. 1165 of 2019
(@SLP (Crl) No. 2712 of 2019)
(From Bombay High Court)
g Decided on 21 August 2019

PRAMOD SURYABHAN PAWAR - Appellant(s).
Versus
h **STATE OF MAHARASHTRA & ANR** - Respondent(s).

Law Covered:- (A) Indian Penal Code, 1860 – Sections 90, 375, 376, 417, 504 & 506(2)– Sexual intercourse by making false promise of marriage – FIR – does not indicate that the promise by the appellant was false – or that the complainant engaged in sexual relations on the basis of this promise – no allegation in the FIR that