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

+ RFA 496/2005

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Date of decision: 2nd February, 2015

RAJENDER JAINA

..... Appellant

Through: Mr. Rajesh Aggarwal, Mr.
Santosh Srivastava, Advs.
along with appellant in
person.

versus

NATIONAL FEDERATION OF
THE BLIND & ANR.

..... Respondents

Through: Mr. S.K. Rungta, respondent
no.2 in person.
SI Bishambar Dayal, P.S.
Connaught Place.

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

JUDGMENT(ORAL)

1. The appellant has challenged the impugned judgment and decree of the Trial Court whereby a suit for recovery of damages of Rs.5,00,000/- has been dismissed by the learned Trial Court.
2. Respondent no.2 who is also representing respondent no.1 as its General Secretary submits that on 29th May, 1989, the appellant approached the respondents for full and final settlement. The terms

of the settlement are recorded in the letter dated 29th May, 1989 which is reproduced hereunder:

*“Er. RAJENDER ‘JAINA’
Chartered Civil Engineer
Award Winner of 1982,
1983, 1984 & 1985 as the
outstanding Builder.*

*To,
The General Secretary,
National Federation of Blind
2322, Laxmi Narain Street,
Paharganj, New Delhi*

Dated: 29th May 1989

Dear Sir,

With reference to the conversation we have had together in our meetings held recently, I have checked up the entire position of accounts etc. relating to the Community Project of Construction of a rehabilitation Centre for the National Federation of Blinds at Bhadurgarh, which the Rotary Club of Delhi City had adopted in the Rotary year 1986-87, when I was the President. My attention was also drawn to a press report appearing in the Times of India on 23rd March, 1987 and in this connection I have to clarify that it is obviously printing error whereby a sum of Rs.22 Lakhs (Rupees Twenty Two Lakhs) has been said to have been collected for the project. The figure ought to have been Rs.2.2 Lakhs (Rs. Two lakhs and twenty thousand only). Further a net sum of Rs.20,000/- (Rs. Twenty Thousand only) was collected from the Exhibition Cricket match held on 29th March, 1987 and thus a total sum of about Rs.2.40 lakhs (Rs. Two lakhs forty thousand only) including the proceeds from the Diwali Mela, Souvenir and exhibition cricket match and donations, etc. was collected to meet the cost of the project. The said amount was fully utilised in the construction of the Rehabilitation Centre at

Bahadurgarh. The building, however, unfortunately suffered damage and under the circumstances that you are aware of, was eventually demolished. Considering my long association with the federation and the fact that it was in my year as President, I propose to compensate the federation by way of donations of a total sum of Rs.2.40 Lakhs (Rs. Two lakhs forty thousand only), if you so agree to the same.

You have assured me that the amount shall be used by the Federation exclusively for the purpose of construction of the Rehabilitation Centre.

A statement of account was desired by you shall follow within a week.

Needless to say, that in reaching the figure quoted above, even the requests in the bank account of the Federation vide Account No.6992, in Corporation Bank, Karol Bagh, has been taken into account. This arrangement, if accepted by you still, finally settle all the financial commitments and the federation shall have no claim whatsoever, against me either individually or the Rotary Club of Delhi City or against me in any capacity as the President of Rotary Club of Delhi City in any manner.

A line in confirmation of the aforesaid proposal shall be highly appreciated.

Thanking you,

Yours sincerely

Sd/-

(Er. Rajender 'Jaina')"

3. It is further submitted that the respondents accepted the said settlement and in pursuance thereto issued a letter to the SHO, P.S. Connaught Place on 7th June, 1989 which is reproduced hereunder:

*"The S.H.O.
Connaught Place,
Police Station,
New Delhi,*

7.6.1989

Sub: FIR No.333 of 1989

Dear Sir,

With reference to the above noted F.I.R. we have to state that the matter has been amicably settled between the National Federation of the Blind and Rtn Rajender Jaina, past President of Rotary Club of Delhi City 1987-87. Rtn Rajender Jaina has fully explained the position of A/Cs vide letter of 29.5.89 followed by Statement of A/C to our entire satisfaction, for Souvenir, Diwali Mela and Cricket Match collections. On the basis of material placed, the federation has accepted the statement and received a total sum of Rs.2,40,000/- (Rs. Two Lacs Forty Thousand only) as reflected in the said Statement of A/C.

There is now no dispute, between the National Federation of the Blind and Shri Rajender Jaina, and/or Rotary Club of Delhi City. It is therefore requested that the matter may be treated as closed and the F.I.R. be cancelled as the discrepancies in matter of account of donations etc have been duly accounted for, and explained.

Yours faithfully,

Witnesses:

*1. Vikram Bhartiay Sd/-
2. Yogesh Jain Sd/-
3. R.N. Kapur Sd/-*

*Gen. Secretary, N.F.B.
Sd/-
(Rajender Jaina)"*

4. Learned counsel for the appellant does not dispute the full and final settlement between the parties recorded in the appellant's letter dated 29th May, 1989 and the respondents' letter dated 7th

June, 1989. Learned counsel for the appellant submits that the concerned Metropolitan Magistrate did not accept the closure report of the police pursuant to the respondents' letter and therefore, the appellant had to face the trial of the criminal case. However, admittedly respondents no.1 and 2 did not pursue the case further. In view of full and final settlement, the non-acceptance of the closure report by the Metropolitan Magistrate would not give a cause of action to the appellant to maintain a claim for compensation/damages against the respondents and therefore the appellant's claim against the respondents was not justified.

5. This Court is of the view that appellant's suit was not maintainable in view of the compromise between the parties and therefore, no interference in the impugned judgment and decree is warranted. The appeal is therefore dismissed.

6. SI Bishambar Dayal, P.S. Connaught Place present in terms of the order dated 27th January, 2015 is discharged.

J.R. MIDHA, J.

FEBRUARY 02, 2015

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