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

+ BAIL APPLN. 491/2015

GUNVEEN SINGH

..... Petitioner

Through

Mr.Rajat Aneja, Adv. with
Ms.Rashmi Verma, Adv.

versus

STATE

..... Respondent

Through

Mr.M.P.Singh, APP for the State
along with SI Kuldeep Singh.
Mr.P.C. Sharma/complainant in
person.

+ BAIL APPLN. 492/2015

JITIN PAL SINGH

..... Petitioner

Through

Mr.Rajat Aneja, Adv. with
Ms.Rashmi Verma, Adv.

versus

STATE

..... Respondent

Through

Mr.M.P.Singh, APP for the State
along with SI Kuldeep Singh.
Mr.P.C. Sharma/complainant in
person.

+ BAIL APPLN. 493/2015

SMT HARLEEN KAUR

..... Petitioner

Through

Mr.Rajat Aneja, Adv. with
Ms.Rashmi Verma, Adv.

versus

STATE

..... Respondent

Through

Mr.M.P.Singh, APP for the State
along with SI Kuldeep Singh.

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Mr.P.C. Sharma/complainant in person.

+ BAIL APPLN. 432/2015

NAVNEET KAUR

..... Petitioner

Through

Mr.Rajat Aneja, Adv. with
Ms.Rashmi Verma, Adv.

versus

THE STATE

..... Respondent

Through

Mr.M.P.Singh, APP for the State
along with SI Kuldeep Singh.
Mr.P.C. Sharma/complainant in
person.

CORAM:

HON'BLE MR. JUSTICE MANMOHAN SINGH

ORDER

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27.05.2015

By this order I propose to decide the above mentioned matters filed by the petitioners. This order is passed in continuation of order dated 24th March, 2015. The matter was referred to Delhi High Court Mediation and Conciliation Centre for settlement. After few meetings, parties have settled their disputes by virtue of settlement agreement dated 25th May, 2015. The terms of the settlement are mentioned in para 8 of the agreement which is reproduced hereinbelow:

“8. The following settlement has been arrived at between the Parties hereto:

- a) That first party shall pay Rs. 42,50,000/- to the second party as full and final settlement of all the claims of the second party against the first



party. Out of Rs. 42,50,000/-, Rs. 18,00,000/- has already been paid to the second party vide orders dated 04.03.2015 by Hon'ble High Court of Delhi. Out of the balance Rs. 22,50,000/-, the first party shall make the payment in the following manner: -

- i) Both parties shall request the Hon'ble High Court on 27.05.2015 to de-freeze the Account No. 912010026862609 with Axis Bank Okhla Phase – I, New Delhi in the name of Ms. Harleen Kaur of the first party and release the amount of Rs. 10,00,000/- from the said account to the second party.
 - ii) The balance amount of Rs. 14,50,000/- shall be paid by the first party to the second party within 4 months of execution of the present settlement agreement. The first party shall simultaneously move a petition for quashing of the FIR No. 785/2014 u/s 471/406/420/468/120-B IPC P.S. Hari Nagar, New Delhi before this Hon'ble Court and the second party shall give his no objection and shall extend his full cooperation in the quashing of the said FIR including filing of his affidavit and putting personal presence before the Hon'ble Court.
- b) That the second party shall move a petition within two months from execution of the present settlement agreement for quashing of the FIR 209/2014 u/s 420/504/406 IPC, Police Post Lal Thapad P.S. Kotwali, Doewala, Dehradun before the Hon'ble High Court of Uttarakhand and the Sh. Gunveen Singh of the first party shall give his no objection and shall extend his full cooperation in the quashing of the said FIR qua the second party including filing of his affidavit and putting personal presence before the Hon'ble Court. The first party shall inform the investigating agency of having compromised the FIR No. 209/2014, u/s 420/504/406 IPC, Police Post Lal Thapad P.S. Kotwali, Doewala, Dehradun and request them to not take any action against the second party. The first party shall be at liberty to continue the said prosecution against the rest of the accused persons.
- c) That the first party shall request the Hon'ble High Court of Delhi on 27.05.2015 to de-freeze their all bank accounts and permit them to sell their vehicles and the second party shall give his no objection for the

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same.

- d) That after the quashing of the cross cases and receipt of Rs. 42,50,000/- as stated above by the second party, both parties shall be left with no claims whatsoever against each other. The second party and partnership firm "Sunshine Hospitality" shall also be left with no claim against each other."

The said settlement is signed by the petitioners as well as complainant and their respective counsel in the presence of the Mediator.

It is informed by the petitioners and the complainant that the three Bank Accounts bearing No.912010026862609, in the name of Mrs.Harleen Kaur and Account No.910010047287625, in the name of Mr.Gunveen Singh, Axis Bank Ltd., Okhla Phase I Branch, New Delhi, in the name of Mrs.Harleen Kaur, and Account No.131010100420440 in the name of Mr.Ajinder Pal Singh, at Axis Bank Ltd., DLF-4, Gurgaon Branch, have been freezed by the IO.

It is agreed that all said three accounts be defreezed and a sum of Rs.10 lac shall be released to the complainant Sh.P.C. Sharma from the Bank Account bearing A/c No.912010026862609, Axis Bank Ltd., which is in the name of Mrs.Harleen Kaur. The petitioners also agree to pay the remaining amount of Rs.14,50,000/- to Mr.P.C. Sharma within four months from the date of settlement i.e. 25th May, 2015, subject to the condition that the complainant shall cooperate with the petitioners for quashing the FIR No.785/2014 under Sections 471/406/420/468/120-B IPC, Police Station Hari Nagar, New Delhi. As agreed between the parties, it is directed that the all accounts be defreezed which were freezed by the IO. If the presence of the IO is required in the bank, he will to do the needful. I have been

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informed by the petitioners as well as complainant that the IO had written a letter to Regional Transport Authority, Gurgaon not to transfer the vehicle bearing Registration No. HR 26 CB 1399 (Brand: Audi Car) in the name of Mrs. Harleen Kaur, one of the petitioners. Complainant has no objection to the said letter being withdrawn by the IO and the petitioners be permitted to sell the said vehicle. The interim protection already granted is made absolute. All the petitions are accordingly disposed of in terms of settlement arrived at between the parties and it is directed that in the event of their arrest, the petitioners shall be released on bail subject to their furnishing a personal bonds in the sum of Rs.10,000/- each with one surety of the like amount to the satisfaction of the Investigating Officer.

The petitions are accordingly disposed of. Dasti to both parties.


MANMOHAN SINGH, J.

MAY 27, 2015/jk