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

+ W.P.(CRL) 2336/2014

GURKIRPAL SINGH & ORS

..... Petitioners

Through :Mr. K.K. Manan, Mr. Nipun
Bhardwaj, Mr. Prerak Kakkar and Mr.
Raunak Sapathy, Advs.

versus

THE STATE (NCT OF DELHI) & ANR.

..... Respondents

Through : Mr. Rajesh Mahajan, ASC with Ms.
Shinjan Jain, Adv. for respondent no.
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Respondent no. 2 in person.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

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21.04.2015

FIR No. 334/2014 was registered at Police Station North Rohini under Sections 420/467/471/120-B IPC on the complaint of respondent no. 2. In the FIR, respondent no. 2 has alleged that he is one of the directors of M/s Shubharambh Realtors Pvt. Ltd. Petitioners came to his office and represented that they were directors of M/s Skipper Properties Pvt. Ltd. having its registered office at Community Centre, Block – C, Janakpuri, Delhi, more particularly known as “Janak Cinema”. They induced respondent no. 2 to invest ₹1.60 crores in their company for the sale of 15%

of the undivided share of M/s. Skipper Properties Pvt. Ltd. in the ground floor of the Community Centre to the respondent no.2. It was alleged that at the time of sale, petitioners represented that M/s. Skipper Properties Pvt. Ltd. was a company of repute. Subsequently, petitioners showed their reluctance to execute necessary documents on one or the other flimsy pretexts. On enquiries respondent no.2 came to know that petitioners were not the Directors of M/s. Skipper Properties Pvt. Ltd. They had showed a forged Memorandum of Articles of Association in respect of their company at the time of agreeing for sale of the property. When confronted with the above fact, petitioners offered to return ₹1.60 crores to respondent no. 2 and issued two cheques, that is, cheque bearing no. 213032 dated 30th December, 2013 drawn on Axis Bank for ₹70,00,000/- and cheque bearing no. 213030 dated 1st March, 2014 drawn on Axis Bank for ₹90,00,000/-. However, on presentation, these cheques were returned dishonoured with the remarks “funds insufficient”. In nutshell, it was alleged by respondent no. 2 that petitioners had cheated him.

During investigation itself, petitioners and respondent no. 2 have settled their disputes vide Memorandum of Understanding dated 7th June, 2014, inasmuch as petitioners have refunded ₹1.60 crores to respondent no.

2 through cheques as detailed in para 1 of the agreement. Respondent no. 2 is present in Court and admits having arrived at an amicable settlement with the petitioners vide Memorandum of Understanding dated 7th June, 2014. He has also admitted that cheques, given to him in terms of para 1 of the agreement, have already been encashed. Respondent no. 2 submits that he does not wish to pursue the FIR, registered on his complaint. He further submits that he would withdraw the complaint case under Section 138 of the Negotiable Instruments Act, 1881.

Keeping in mind that petitioners and complainant, that is, respondent no. 2 have settled their disputes amicably and that subject matter is having civil flavour, no fruitful purpose would be served in keeping the FIR pending, in view of the settlement which has even been acted upon. Accordingly, in the interest of justice, FIR No. 334/2014 under Sections 420/467/471/120-B IPC registered at Police Station North Rohini and the consequent proceedings emanating therefrom are quashed.

Petition is disposed of in the above terms. Dasti.

A.K. PATHAK, J.

APRIL 21, 2015

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