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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 13.08.2015

W.P.(CRL) 1580/2015

GIAN CHAND GUPTA & ANR.

..... Petitioners

Through: Mr. Y.S. Chauhan, Advocate

versus

STATE & ANR.

..... Respondents

Through: Ms. Srilina Roy, Advocate for Ms.
Nandita Rao, ASC (Criminal) with SI
Vinod Kumar, PS- Mehrauli for R-1

Mr. L.N. Soni, Complainant in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 CrPC seeking quashing of FIR No.1875/2015, under Section 420 IPC, registered at Police Station- Mehrauli, New Delhi and the proceedings arising therefrom.

2. The facts in brief are that an agreement to sell a parcel of land situated in Mehrauli, Delhi was entered into between the petitioner No.1 and the respondent No.2. A complaint was filed on behalf of respondent No.2

alleging that the petitioner No.1 had already sold the subject land to some other people prior to entering into an agreement to sell with him. The subject FIR was registered accordingly.

3. With the intervention of common friends and neighbours, the parties to the above mentioned property dispute have amicably resolved all their differences by way of settlement deed dated 16.07.2015. A copy thereof is annexed to the petition and marked as Annexure 4.

4. By way of the said settlement deed it has been agreed by and between the parties that the petitioners shall give two cheques dated 31.08.2015 and 30.09.2015 in the sum of Rs.15,00,000/- each (Rupees Fifteen Lakhs) to the respondent No.2 towards settlement of all the latter's claims, disputes and grievances qua the petitioners.

5. Mr. L.N. Soni, respondent No.2-complainant, who is present in person, has been identified by IO SI Vinod Kumar, Police Station- Mehrauli states that the cheque Nos.334646 and 334648, drawn on IDBI Bank, 1, Mahipalpur, Vasant Kunj Road, New Delhi-110037, in his favour in the sum of Rs.15,00,000/- (Rupees Fifteen Lakhs) each have already been handed over to him by the petitioners herein.

6. In view of this and the circumstance that the compromise deed has settled all the disputes between the parties, he does not wish to proceed with the subject FIR subject to encashment of the afore-stated cheques.

7. Mr. Chauhan, learned counsel appearing on behalf of the petitioners states that the petitioners are present in person in Court today and undertake to honour the cheques given to the respondent, when presented for encashment. The undertaking is accepted. An affidavit in this behalf be filed by each of the petitioners in this Court within a period of one week from today. It is made clear to the petitioners that in the event of any default on their part in complying with the undertaking accepted above, the present order shall stand vacated and further action in accordance with law may be taken against them.

8. Since the disputes, arising out of the property sale of the subject property have been settled amicably, without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom. In the circumstances, the subject FIR No.1875/2015, under Section 420 IPC, registered at Police Station-Mehrauli and the proceedings emanating therefrom are hereby set aside and quashed qua all the petitioners subject to their depositing a sum of

Rs.25,000/- each (Rupees Twenty Five Thousand) with the Delhi High Court Legal Services Committee within a period of two weeks from today. Mr. L.N. Soni, respondent No.2 (complainant) has very generously agreed to deposit a sum of Rs.50,000/- (Rupees Fifty Thousand) with the Delhi High Court Legal Services Committee once the cheques handed over to him have been duly encashed. A receipt thereof be provided to the IO in the subject FIR.

9. The writ petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

AUGUST 13, 2015

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