

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 22nd December, 2015

W.P.(CRL) 2447/2015

HARISH K BAGHEL

..... Petitioner

Through: Mr D.Bhattacharya, Advocate.

versus

STATE OF NCT OF DELHI & ANR

..... Respondents

Through: Mr Sanjay Lao, Addl. Standing
Counsel (Crl.) with SI Sachin Kumar,
PS- Amar Colony.

Mr Lal Singh and Mr Rakesh,
Advocates for complainant.

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 of the Code of Criminal Procedure, 1973 seeking quashing of FIR No. 218/2014 under Sections 420/468/471/408 IPC

registered at Police Station- Amar Colony, Delhi, and the proceedings arising therefrom.

2. The subject FIR came to be registered as a consequence of a commercial transaction which spawned inter se disputes between the petitioner herein on the one hand and Mr Amal Raj Soosainathan, the complainant on the other.

3. The inter se disputes led to the institution of the following cases:-

“I) Civil suit No.TM-20/12 titled M/s.APT International Shopping Pvt. Ltd. Vs. Harish Kumar Baghel etc., pending before Shri Inderjeet Singh, learned ADJ, Saket Court.

II) Complaint case No.241/2014 having same title pending before the court of Shri Devender Kumar Garg, learned ACMM, Saket Court

III) FIR bearing No.218/2014 under Section 420/468/471/408 IPC lodged with the police of PS Amar Colony

IV) Criminal complaint bearing CC No.96/1/13 titled Harish Kumar Baghel

Vs. Amal Raj Soosainathan etc., which at present is pending before the court of Shri Tarun Yogesh, learned ACMM, Saket, New Delhi.”

4. Finally, with the aid and assistance of the Mediation Centre, Saket Courts, New Delhi, the parties have arrived at an amicable resolution of all their outstanding commercial disputes. The salient terms and conditions of the settlement dated 24.08.2015 arrived at between the parties are as follows:-

- “1. It is agreed that the telephone Nos. 26930149 and 26921701 qua which the first party has filed the suit for declaration, will be retained by the second party in their name (either jointly or individually) and the first party will have no objection whatsoever in connection with the said and it shall also make necessary statement for relinquishing such claim for direction against MTNL which is also made one of the defendant in the suit. It is also agreed that the parties jointly will make request to the learned referral court to pass consent decree in terms of Order 23 Rule 3 CPC.
2. It is also agreed that the second party will have no objection in passing decree under order 23 Rule 3 CPC by the court of Shri Inderjeet Singh, learned

ADJ, Saket, New Delhi in case TM-20/12 titled M/s.APT International Shipping Private Ltd. Vs. Harish Kumar Baghel etc. confirming the order of temporary injunction whereby it is agreed that the second party henceforth will not use the mark/tradename “APT/Apt” for their business of trading and forwarding customs. The first party also agrees to relinquish its claim in connection with the personal assets in the name of second party, namely, Harish Kumar Baghel and Dinesh Kumar Baghel and accordingly, will make necessary statement stating no objection for vacation of ad-interim injunction order on the personal assets of the second party passed vide order dated 20.4.13.

3. It is also agreed that the second party will move necessary petition before the Hon’ble High Court of Delhi for quashing of the proceedings arising out of case FIR No.218/2014, PS Amar Colony, under Sec.420, 468, 471, 408 IPC in terms of settlement and that the petition for quashing of the said FIR will be filed within 15 days from today, i.e., 24.8.2015.
4. It is agreed between the parties that the expenses for drafting and filing the said petition and the necessary affidavits will be borne exclusively by the second party and it is undertaken by the parties that they will cooperate with each other in drafting and signing of necessary documents and affidavits and will appear before the Hon’ble Court as and when required to make necessary statements.

5. The first party states that he has no claim in connection with personal assets of Sanjiv Saxena qua which the order of ad-interim injunction is stated to have been passed on 20.4.2013. It is stated that in terms of the settlement under Order 23 Rule 3 CPC, the first party will make absolutely no claim whatsoever against Sanjiv Saxena in connection with any past or present transaction including laying any claim any against him in future.
6. It is also agreed that the parties jointly will make necessary request for passing appropriate orders in connection with CC No.96/1/13 in which the court has taken the cognizance on the complaint under Section 200 Cr.P.C and has passed order of summoning.
7. It is also agreed that the second party will take necessary steps for change of name from “APT” to Baghel or any other name, within two months from today at all places wherever the trademark APT till date, has been used by the third party including bank, service tax registration and/or any other statutory body or authority.
8. It is also agreed that they will maintain harmonious ties with each other and will try to resolve any future issue in connection with the disputes which they have filed.

9. It is also agreed that the first party will make necessary statement for withdrawal of the complaint case bearing CC No.241/2014 before the court of Shri Devender Kumar Garg, ACMM, Saket Court, New Delhi.
10. It is also agreed that neither of the party will seek any waiver from any/or all the terms agreed herewith under the settlement claiming any mistake and/or temporary impairment of judgment.
11. It is also agreed that the parties will not claim any amount against each other in future in connection with litigation expenses and/or otherwise.”
5. The agreement between the parties is lawful and the same is accepted. The parties shall remain bound by the terms thereof without demur.
6. In view of the foregoing there is no opposition to the quashing of the present FIR on behalf of the official respondent.
7. Since the commercial dispute which led to the registration of the subject FIR has been amicably resolved by and between the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR.

8. Resultantly, FIR No. 218/2014 under Sections 420/468/471/408 IPC registered at Police Station- Amar Colony, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner subject to his depositing a sum of Rs.20,000/- with the Victims' Compensation Fund, Government of NCT of Delhi within a period of two weeks from today. The receipt of the deposit be provided to the IO in the subject FIR.

9. With the above directions the present writ petition is allowed and disposed of accordingly.

DECEMBER 22, 2015
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SIDDHARTH MRIDUL, J