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

Date of decision: 17th November, 2015

+ W.P.(CRL) 2442/2015

KASHI NATH SHUKLA & ORS Petitioners
Through Mr. Vikram Singh, Advocate

versus

STATE (NCT OF DELHI) & ANR Respondents
Through Mr. Rajesh Mahajan, Addl. Standing
Counsel (Crl.)
Inspector Arun Kumar, P.S. EOW
Mr. Sanjay Jain, Adv. for R-2

**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. 121/2014 under Sections 409/420/467/468/471/120B IPC registered at Police Station- Economic Offences Wing, New Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered against the petitioners herein on a complaint lodged by respondent no. 2 alleging that there had been a breach of agreement on behalf of the former qua the sale of the subject land.

3. Counsel appearing on behalf of the parties state that the parties have arrived at an amicable resolution of their outstanding commercial disputes. The salient terms and conditions of the said Settlement Agreement dated 1st April, 2015 are as follows:-

“D. Miscellaneous

i. This Settlement is being arrived at by the parties on mutually agreed terms. It is clarified that EDPL has solely relied on the representations, warranties and undertakings of Shukla Group for arriving at this Agreement. In case EDPL incur any liability, Shukla Group shall indemnify and at all times keep indemnified, saved, defended and harmless the EDPL, their directors, employees, shareholders, promoters, affiliates and agents against all claims, demands, rights, actions, proceedings taken by any person or party and against all and any losses, damages, costs, charges, reasonable expenses and liability which the EDPL, their directors, employees, shareholders, promoters, affiliates, agents, consultants and advisor may suffer, sustain, or incur, or to be exposed to on account of any breach of the representations, warranties and undertakings furnished on behalf of Shukla Group under this Settlement.

ii. Pursuant to this Agreement, the parties agree that for settlement of all disputes, after completion of all the steps stated in Clause 3(A) hereinbefore, the parties will take steps to withdraw/quash all the pending suits/complaints/writs/applications/appeals/proceedings/FIRs/EOW complaint and or any notices along with the allegations which have been filed by them and pending before

any court, tribunal, investigating agency, judicial or quasi judicial, against each other.

iii. All the parties undertake not to file any complaint/claim/suit against each other in future in respect of disputes settled under the present Agreement except in the event of breach of present Agreement or in the manner as provided under present Agreement. It is clarified that no party shall file any appeal or file any objection or litigate against or in contravention of this Settlement.

iv. This Settlement has been agreed by the respective Boards of EDPL, KNCPL, Vishnurupa, KNIPL and PDAPL and by KNS and MS. Parties have read and understood this Settlement. The respective Boards of EDPL, KNCPL, Vishnurupa, KNIPL and PDAPL have instructed their respective authorized representatives to sign this Settlement on their behalf. Parties have entered into this Settlement out of their own free will and there is no pressure on them of any sort.

v. It is understood and agreed by parties that the terms of this Settlement are lawful, fair, reasonable and acceptable to all the parties and that there is no legal impediment in entering into this Settlement. It is further agreed that this Settlement is irrevocable, conclusive and binding on the parties hereto and their respective successors, heirs, representatives, assigns, nominees, associate/subsidiary company(ies) etc. This settlement shall be deemed to be final and binding and absent from any manifest error.

vi. It is agreed between parties that the time is the essence of the present Settlement. In case of any failure of any party to comply with the agreed terms, this Settlement can be executed in the Court of law.

vii. Parties further covenant, represent, warrant and agree that they are bound by the terms of this Settlement and any other agreement pursuant thereto and shall do all acts and deeds necessary to fully effectuate the terms contained herein, including but not limited to execution and delivery up of any additional papers, documents and other assurances required by the other party

to effectuate and give effect to the terms and conditions contained therein.”

4. In a nutshell, the subject land agreed to be sold by the petitioners to the complainant herein has been transferred to the latter’s nominee as per the terms and conditions of the settlement.

5. Since the dispute between the parties which is commercial in nature has been settled amicably by way of a Settlement Agreement dated 1st April, 2015 without any undue influence, pressure or coercion; and since the agreement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

6. Resultantly, the FIR No. 121/2014 under Sections 409/420/467/468/471/120B IPC registered at Police Station- Economic Offences Wing, New Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to each of the petitioners depositing a sum of Rs. 10,000/- with the Victims’ Compensation Fund within a period of two weeks from today. Receipt thereof shall be provided to the Investigating Officer in the subject FIR.

7. With the above said directions, the writ petition is allowed and disposed of accordingly.

SIDDHARTH MRIDUL, J

NOVEMBER 17, 2015

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