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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 15.01.2016

W.P.(CRL) 124/2016

SUNIL KUMAR BHATIA

..... Petitioner

Through: Mr. Pramod Kumar and Mr. Jabir
Singh, Advocates

versus

STATE OF DELHI & ANR

..... Respondents

Through: Mr. Rahul Mehra, Standing Counsel
(Criminal) with Mr. Amrit Singh,
Advocate and Inspector Shiv Raj
Vashisth, PS- Amar Colony for R-1
Ms. Nikhar Berry, Advocate for R-2

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.712/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 124/2016

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 (Cr.P.C.)

seeking quashing of FIR No.1301/2015, under Sections 419/420/511 IPC, registered at Police Station- Amar Colony, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be lodged on a complaint instituted by Kapil Bhatia alleging that Sunil Kumar Bhatia, the petitioner herein, had received a sum of Rs.24,21,594/- from the Reliance Mutual Fund in the month of October, 2015 and the complainant suspected foul play. However, subsequently it has been certified that owing to mistaken identity and similarity in the name of the brother of the complainant Kapil Bhatia, namely Sunil Bhatia and Sunil Kumar Bhatia, the petitioner herein, the amount was inadvertently credited to the latter's account.

3. It is stated by counsel appearing on behalf of the parties that upon realizing the mistake, a mutual understanding has been entered into between them, which is enshrined in compromise deed dated 19.12.2015 annexed as Annexure P-3 to the present petition at Page No.21. The salient terms and conditions of the said settlement agreement dated 19.12.2015 are as follows:-

“1. That the 2nd party has agreed to transfer the said amount of (redemption amount) Reliance Mutual Fund of Rs.24,21,594/- to the complainant 1st party.

2. That, the demand draft bearing no.182772 and 246207 drawn on Corporation Bank and ICICI Bank dated 19.12.2015, amounting to Rs.12 Lac and Rs.6.5

Lac issued by Shri Druv Bhatia on behalf of his father in favour of Shri Sunil Bhatia, brother of the complainant, Shri Kapil Bhatia has been handed over to 1st party. A draft of Rupees 5,71,594.00 issued from UCO Bank, S.C. Branch, New Delhi from the account of Ms. Sandhya Goswami sister-in-law of vide DD No.215644.

3. That, the complainant has acknowledged the receipts of aforesaid Demand Drafts and on receiving the same seems no issue is left alive.

4. That, the complainant wants to withdraw his complaint and FIR.

5. That, the offence is compoundable and the complainant does not want to pursue anymore, the same be treated as closed and withdrawn from the side of 1st party and the accused be exonerated of all the allegations.

6. That in case of any enquiry by any authorities or Govt. department with regard to above referred DDs. The second party and his family shall be fully responsible.

And hence executed this compromise-cum-settlement agreement at New Delhi on 19.12.2015.”

4. The IO in the subject FIR namely, Inspector Shiv Raj Vashisth, Police Station- Amar Colony certifies the correctness of the afore-stated settlement made on behalf of the parties. It is observed that in pursuance to the aforesaid settlement dated 19.12.2015, a sum of Rs.24,21,594/- has already been transferred into the account of the complainant’s brother namely Sunil Bhatia.

5. In view of the foregoing, since the subject FIR came to be registered as a consequence of inadvertent mistake on the part of the mutual fund,

which has been subsequently rectified by Sunil Kumar Bhatia, the petitioner herein, as afore-stated, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

6. Consequently, FIR No.1301/2015, under Sections 419/420/511 IPC, registered at Police Station- Amar Colony, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner.

7. The writ petition is disposed of accordingly.

SIDDHARTH MRIDUL, J

JANUARY 15, 2016

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