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IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 08.02.2016

W.P.(CRL) 237/2016

SANJAY KUMAR GUPTA & ORS

..... Petitioners

Through: Mr. Arvind Kumar Gupta, Advocate
with Mr. Rahul Mangla, Advocate
along with Petitioners in person

versus

STATE & ANR

..... Respondents

Through: Mr. Sanjay Lao, Additional Standing
Counsel (Criminal) with SI Balihar
Singh, PS- EOW for R-1
Mr. Anshul Garg, Advocate for R-2
along with Complainant/R-2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.1298/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 237/2016 & CRL.M.A.1297/2016 (Stay)

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.923/2015, under Sections 419/420/120-B/34

IPC, registered at Police Station- Alipur, Delhi and the proceedings arising therefrom.

2. It is an admitted position that the subject FIR arises as a consequence of a commercial transaction having been breached allegedly by the petitioners herein.

3. Counsel appearing on behalf of the petitioners as well as counsel appearing on behalf of the complainant/respondent No.2 state that better sense prevailed and the parties decided to settle all their disputes amicably out of which the subject FIR has been registered. The settlement agreement dated 27.12.2015 is annexed to this petition as Annexure F. The salient terms and conditions of the said settlement agreement dated 27.12.2015 are as follows:-

- “1. That the as per the MOU, the parties have amicably settled the disputes for total amount of Rs.2,50,00,000/- (Rupees Two Crores and Fifty Lakhs Only) in full and final settlement.
2. That it has been agreed between the parties to this MOU that the above mentioned settled amount shall be honored by the first party through five installments and has to be paid by the first party to second party on or before 16.02.2016. It has also been agreed that last installment shall be paid at the time of quashing of the FIR No.923/2015, PS Alipur.
3. That the first party would pay all installment to the second party through the demand draft at the time of quashing of FIR No.923/2015 dated 11.10.2015 under sections 419/420/120-B/34 IPC, P.S. Alipur before the Hon’ble High Court of Delhi at New Delhi.
4. That the first party and second party will file joint petition for quashing of the FIR No.923/2015, u/s 419/420/120-B/34 IPC, PS Alipur before the Hon’ble

High Court of Delhi at New Delhi within stipulated period.

5. That the second party will left no claim whatsoever against the first party with respect to the invoices/bills mentioned in the FIR No.923/2015, PS Alipur. It is further agreed between the parties that the second party will not file or institute any civil suit or complaint or any legal action against the first party, M/s M.Y. Agro Pvt. Ltd. and Directors of M.Y. Agro Pvt. Ltd. in future for the transctions mentioned in the FIR No.923/2015, PS Alipur.
6. That the first party and second party will maintain cordial relations with each other and will try to forget all the grievances against the each other.
7. That the second party will left no claim for due amount and their goods as alleged in FIR No.923/2015, u/s 419/420/120-B/34 IPC, PS Alipur.
8. That the parties assure each other that they will abide with the terms and conditions as stipulated above.
9. That the present memorandum of understanding is signed between the parties voluntarily, without any force, misrepresentation, coercion and undue influence and under full senses.
10. That it has been agreed that the second party would inform the investigation agency about the present MOU and will give no objection if needs arises at the time of the seeking bail before the Competent Court of Law.
11. That the present compromise deed is read over and understood to the parties by each other in the vernacular and is signed in triplicate thereafter.”

4. Mr. Gupta, learned counsel appearing on behalf of the petitioner states that in pursuance to the said compromise deed, a sum of Rs.1,00,00,000/- (Rupees One Crore Only) has already been paid to the complainant/respondent No.2. The complainant/respondent No.2, who is present in person and has been identified by the IO SI Balihar Singh, Police

Station- EOW as well as his counsel acknowledges receipt. The balance sum of Rs.1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) has been brought to the Court in the shape of three demand drafts bearing No.060431, 060432 and 060433 dated 05.01.2016, drawn on Bank of India, Punjabi Bagh Branch, Delhi in the sum of Rs.50,00,000/- (Rupees Fifty Lakh Only) each. The same are handed over to the complainant/respondent No.2 in Court today who acknowledges receipt thereof subject to encashment.

5. The complainant/respondent No.2 states that in view of the settlement arrived at between the parties, he is no longer keen to proceed with the subject FIR and the proceedings arising therefrom.

6. The present case does not fall within the category exempted from quashing in terms of the decision of the Supreme Court in Gian Singh vs. State of Punjab and Anr. reported as (2012) 10 SCC 303, since it does not affect the general public at large and it is a private affair.

7. In view of the foregoing, since the dispute which resulted in the registration of the subject FIR has already been resolved amicably by and between the parties without any undue influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

8. Consequently, FIR No.923/2015, under Sections 419/420/120-B/34 IPC, registered at Police Station- Alipur, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* all the petitioners subject to their collectively depositing a sum of Rs.1,00,000/- (Rupees One Lakh Only) with the Victims' Compensation Fund, Government of NCT of Delhi within a period of two weeks from today. The receipt of the said deposit shall be furnished to the concerned IO.

9. The writ petition is disposed of accordingly. The pending application also stands disposed of.

SIDDHARTH MRIDUL, J

FEBRUARY 08, 2016

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