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

Date of decision: 13.05.2016

+ W.P.(CRL) 1059/2016

SUMAN & ORS

..... Petitioners

Through Mr. Kazim Raza, Advocate.

versus

THE STATE (NCT OF DELHI) & ANR

..... Respondents

**Through Mr. R.S.Kundu, ASC for Ms. Kamna
Vohra, ASC.**

CORAM:

HON'BLE MR. JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

1. The subject F.I.R. came to be registered on a complaint instituted by Mr. Sanjay Kumar that the petitioners from whom he had taken car finance for the purchase of a vehicle, repossessed the same forcibly, since the subject vehicle did not belong to the petitioners in the first place, and thereby cheated him.

2. Sanjay Kumar, Respondent No.2, who is present in court and is identified by S.I. Suresh Kumar, Police Station Ambedkar Nagar, states that subsequent to the registration of the subject F.I.R. he has entered in an

amicable settlement with the petitioner which is annexed as Annexure P-2 to the present petition. The salient terms and conditions of the said settlement are as follows:-

“After due discussions, both the parties have agreed to settle their disputes in full and final on the following terms and conditions:

1. It is mutually agreed between the parties that they have resolved all their disputes and differences and have settled the present matter.
2. It is agreed between the parties that the complainant Sh.Sanjay Kumar shall give NOC in respect of the vehicle bearing registration No.DL12CC 6878 and the complainant have no objection if the abovesaid vehicle is released to the accused.
3. It is agreed between the parties that the accused Rahul Kumar shall move appropriate petition for quashing/compounding (as the case may be) the F.I.R. 1081/2015, PS-Indirapuram, Ghaziabad, U.P. It is also agreed between the parties that the complainant shall also cooperate in compounding/quashing the F.I.R. No.1081/2015, PS-Indirapuram, Ghaziabad, U.P. The expenses of the same shall be borne by accused Rahul Kumar.
4. It is agreed between the parties that the accused Rahul Kumar shall move the appropriate petition/application for quashing/compounding the present FIR bearing No.530/2015 and its proceedings before the Hon'ble appropriate concerned court. The quashing proceedings/petition shall be filed within 15 days from today and the expenses of the same shall be borne by the accused Rahul Kumar.

5. It is agreed between the parties that the accused Rahul Kumar shall pay a sum of Rs.5,25,000/- (Rupees five lakh twenty five thousand only) to the complainant Sh.Sanjay Kumar as full and final settlement amount against the disputes regarding FIR No.530/2015 U/s 420/406/34 IPC, PS-Dr.Ambedkar Nagar and the said amount shall be paid by the accused to the complainant in three instalments.
6. The first instalment of Rs.1,50,000/- (Rupees one lakh fifty thousand only) shall be paid on or before 27.11.2015 by the accused Rahul Kumar to the complainant Sh.Sanjay Kumar.
7. It is also agreed that the complainant will have no objection if the FDR deposited by the accused RAhul Kumar in the Court of learned CMM, South, Saket Court, New Delhi, be released and encash in order to make the above payment of Rs.1,50,000/- (Rupees one lakh fifty thousand only) to the complainant.
8. The second instalment of Rs.1,50,000/- (Rupees one lakh fifty thousand only) shall be paid by the accused Rahul Kumar to the complainant Sh.Sanjay Kumar on or before 30.11.2015 through RTGS/NEFT.
9. It is agreed between the parties that the third instalment of Rs.2,25,000/- (Rupees two lakh twenty five thousand only) shall be paid by the accused Rahul Kumar to the complainant Sh.Sanjay Kumar on or before 05.12.2015 in demand draft.
10. It is agreed between the parties that the complainant Sh.Sanjay Kumar will not raise any objection at the time of hearing of the bail application before the learned concerned court.
11. It is undertaken by the complainant that he will appear in person and cooperate as and when required before the

concerned court for quashing the FIR No.530/2015/compounding the matter.

12.It is agreed between the parties that the settlement shall be treated a settlement between all the accused persons of the FIR No.530/2015 and complainant Sanjay Kumar.

13.It is also agreed between the parties that pursuant to the settlement reached between the parties, on realization of the entire settled amount, nothing shall remain due to the parties against each other in respect of the present matter.

14.It is also agreed that the parties that pursuant to the present settlement, neither of the parties will not file any claim/complaint etc. against the accused in future regarding the present matter.

.....”

3. In view of the foregoing, since the dispute which led to the registration of the subject FIR, has 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.

4. Resultantly, FIR No.530/2015 U/s 420/406/34 IPC, PS-Dr.Ambedkar Nagar, Delhi and the proceedings emanating therefrom are hereby set aside and quashed qua the petitioner subject to his depositing a sum of Rs.10,000/- (rupees ten thousand) each with the Victims' Compensation Fund within a

period of four weeks from today. A copy of the receipt thereof shall be provided to the IO in the subject FIR.

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

SIDDHARTH MRIDUL, J

MAY 13, 2016

bp

