

#57

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 22.04.2016

W.P.(CRL) 1230/2016

SANJEEV KUMAR & ORS

..... Petitioners

Through: Ms. Sima Gulati and Ms. Ridhima
Gulati, Advocates

versus

STATE & ANR

..... Respondents

Through: Mr. R.S. Kundu, ASC (Criminal) with
Mr. Vishesh Wadhwa, Advocate and
SI Bhawani Shankar, PS- Paschim
Vihar, Delhi for R-1
Mr. R.N. Vats, Advocate and Ms.
Pranati Vats, Advocate for R-2 along
with R-2 in person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

CRL.M.A.6411/2016 (Exemption)

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

W.P.(CRL) 1230/2016

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.181/2013, under Sections 420/468/471/387/506/120b IPC, registered at Police Station- Paschim Vihar, Delhi, and the proceedings arising therefrom.

2. The subject FIR came to be registered on an allegation levelled by Mr. Gian Chand Pruthi, the respondent no. 2/complainant herein in pursuance to a direction by the concerned Magistrate in a complaint case under Section 156 (3) of Cr.P.C.. It is an admitted position that the complainant Mr. Gian Chand Pruthi and the petitioners herein are business associates and operate as property dealers, who work together. The dispute arose over their respective shares qua the commission earned as a consequence of sale-purchase of property.

3. Counsel for the parties state that subsequent to the registration of the subject FIR, the parties have entered into a Memorandum of Understanding dated 12.10.2015 whereby the dispute between the parties has been amicably resolved. The said Memorandum of Understanding is annexed to the present petition as Annexure 'B'. The salient terms and conditions of the said Memorandum of Understanding are as follows:-

- “1. That party of the First Part shall withdraw the above mentioned three cases i.e. two complaints u/s 138 of Negotiable Instruments Act, 1881 titled “Sanjeev Kumar vs. Gian Chand Pruthi”, “Sanjeev Kumar vs. Lalita Pruthi & Another”, and civil suit “Meenu & Another vs. HUDA & Another” immediately within a period of seven (7) days or on their respective first date(s) of hearing, whichever is earlier, without there being any delay or

default or without taking any further adjournment.

2. It is agreed between the parties that the First Party shall file a quashing petition before the Hon'ble High Court of Delhi for quashing of FIR No.181/2013 registered at Police Station Paschim Vihar and the Second Party/complainant shall give his "No Objection" to that effect in writing which shall be annexed with the quashing petition and the complainant shall cooperate by appearing before the Hon'ble Court through his attorney and if needed he shall appear in person and give his No Objection for quashing of FIR, subject to prior withdrawal, by the First Party, of all the cases/complaints against the Second Party, as stated above, pending in various courts without there being any delay or default or without taking any further adjournment.
3. That both the parties shall place the copy of this MoU before the Courts of Law in which the above stated cases are pending for reference in order to avoid any further complications.
4. That after execution of this MoU, both the parties shall be left with no claim, right, title, interest or any grievance towards their respective movable or immovable properties and assets of whatsoever nature in whatsoever circumstances against each other nor they shall be entitled to prefer any claim or complaint of any nature against each other in future and they further undertake not to initiate any case(s) against each other.

5. That the First Party has returned all the documents to the Second Party, which belonged to the latter, at the time of signing of this MoU and the First Party further undertakes that while returning the documents, if any documents remained with him by mistake, he will not use those against the Second Party in future nor will allow anyone else to use the same. Similarly, if any document belonging to the Party of the First Part are lying with the Party of the Second Part, the latter will not use the same against the First Party nor will allow anyone else to use the same.
6. That after withdrawal of the Civil Suit by First Party as stated above, the Party of the Second Part shall be entitled to deal with the property i.e. Plot No.203-P, Sector-38, Gurgaon, in any manner whatsoever he likes without there being any objection from the Party of the First Part. It is further agreed between the parties that the legal notices etc. which were served by the Party of the First Part upon the Administrator, HUDA, shall be deemed to have been withdrawn by the Party of the First Part. The Party of the First Part shall give NOC/Affidavit to the Party of the Second Part in respect of the above Plot without any claim(s) in the prescribed format of HUDA and if needed, the First Party shall present themselves in person in the office of HUDA before the concerned officials to this effect.
7. That after execution of this MoU, the Party of the First Party shall never use or refer or place any reliance upon any of the Partnership Deeds referred and mentioned by

it at many places and in different proceedings. It is further clarified that the documents, if any, executed and admitted by both the parties to the date of this MoU shall be deemed to be cancelled and null and void.

8. That the Party of the First Part shall also withdraw the complaint titled “Sanjeev Kumar vs. Gian Chand Pruthi” pending in the Hon’ble Court of Ms. Soumya Chauhan, MM, Tis Hazari Courts, Delhi immediately within a period of seven (7) days or on the every first date of hearing, whichever is earlier, and shall not file any other complaint of any nature under any circumstances whatsoever against the party of the Second Party.
9. That if any of the parties have/had filed any complaint, claim, suit, application, case, litigation etc. against any of the Parties beyond the knowledge of the other Parties, the same shall be treated as cancelled, withdrawn, ineffective and unsustainable in the eye of Law.
10. That after execution of this MoU, both the Parties shall not be entitled to initiate any action or proceedings against each other and/or their family members in any circumstances whatsoever.
11. That having very well understood the aforesaid terms and conditions of this MoU without any undue pressure, influence or coercion by both the parties, the terms and conditions shall be conclusive and binding upon both the Parties and this MoU has attained the status of irrevocable.”

4. The complainant, who is present in Court in person today and has produced his PAN card as an identity proof, a copy of which has been taken on record, and has also been identified by counsel Ms. Sima Gulati and Mr. R.N. Vats, Advocates, states that in view of the amicable resolution of the dispute as afore-stated, he is no longer keen to proceed with the subject FIR and the proceedings arising therefrom may be quashed and set aside qua the petitioners herein.

5. In the present case, it is observed that the offences in the subject FIR do not fall within the exempted categories of serious/heinous offences which ought not to be quashed on the ground of an amicable resolution of the disputes. [Ref. *Gian Singh vs. State of Punjab and Anr.* reported as (2012) 10 SCC 303]. The offences alleged to have been committed in the subject FIR are private in nature and do not have a serious impact on society.

6. In view of the foregoing, since the dispute that led to the registration of the subject FIR has been settled amicably by and between the parties without any undue influence, pressure or coercion; and the settlement between the parties is lawful, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. Resultantly, the FIR No.181/2013, under Sections 420/468/471/387/506/120b IPC, registered at Police Station- Paschim Vihar, 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/- each with the Victims' Compensation Fund within a period of two weeks

from today. A copy of the receipt thereof shall be provided to the Investigating Officer in the subject FIR.

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

SIDDHARTH MRIDUL, J

APRIL 22, 2016

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