

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

**Date of decision: 30<sup>th</sup> May, 2016**

**W.P.(CRL) 1743/2016 & CRL.M.A. 9087/2016**

SATPAL MALHOTRA

..... Petitioner

Through: Mr Davinder Kumar, Advocate.

versus

THE STATE GOVT OF NCT OF DELHI & ANR

..... Respondents

Through: Ms Neha Dhir, Advocate for  
Ms Nandita Rao, Addl. Standing  
Counsel (Crl.) for State.

Mr Praveen Gupta, Advocate for R-2.

SI Mukesh Yadav, PS- Jagat Puri.

**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 (Cr.P.C.) seeking quashing of FIR No.510/2015, under Sections 419/420/467/468/471

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

2. The subject FIR came to be registered on an allegation made by the complainant, respondent No.2 herein, that Mr Satpal Malhotra, the petitioner herein, had instituted a civil suit for specific performance of contract in respect of property bearing No.59, Mausam Vihar, Delhi- 110051, after forging and fabricating documents in this behalf.

3. Subsequent to the registration of the subject FIR the parties arrived at an amicable resolution of all their outstanding disputes with the aid and assistance of the Delhi Mediation Centre, Karkardooma Courts, Delhi. The salient terms and conditions of the aforesaid amicable resolution as contained in the proceeding sheet dated 21.04.2016 of the Delhi Mediation Centre, Karkardoom Courts, Delhi, are as follows:-

- “1. It is agreed between the parties that plaintiff Sh. Satpal Malhotra shall hand over the vacant and peaceful possession of the suit property bearing No.59, First Floor, Mausam Vihar, Delhi-51, to the defendant Sh. Om Prakash Kalra as stated in the subsequent paras of the present settlement.
2. It is agreed between the parties that the plaintiff shall approach the Hon’ble High Court of Delhi for quashing of the above mentioned FIR

No.510/2015, PS Jagat Puri, U/s 419/420/467/468/471 IPC within one month from the date of settlement and the defendant shall cooperate with the plaintiff and make appropriate statement in the Hon'ble High Court of Delhi for quashing.

3. It is agreed between the parties that the plaintiff shall remove all his belongings from the suit property and deposit the keys of the suit premises in the Court of Dr. Hardeep Kaur, Ld. ADJ, KKD Courts, Delhi, on or before 30.04.2016 and the plaintiff has no objection to the release of the keys of the suit property to the defendant after quashing of above mentioned FIR No.510/2015, PS Jagat Puri, U/s 419/420/467/471 IPC.
4. It is agreed between the parties that plaintiff shall withdraw the present suit on or before 30.04.2016.
5. It is agreed between the parties that the defendant shall withdraw the above mentioned suit for possession bearing No.CS No.576/16 from the court of Sh. V.K. Goyal, Ld. ADJ, KKD Courts, Delhi on 27.04.2016.
6. It is agreed between the parties the plaintiff may get refund of court fees as per law.
7. It is agreed between the parties that the settlement has been read over to the parties in vernacular and has been fully understood by signing the same.
8. It is agreed between the parties that the above-said settlement has been arrived at between

the parties voluntarily and without any duress, pressure or coercion etc.

9. It is agreed between the parties that they shall remain bound by the terms and conditions of this settlement.”

4. Counsel appearing on behalf of the parties submit that pursuant to the afore-stated settlement the suit for possession bearing CS No.576/2016 filed by the respondent No.2 has been withdrawn unconditionally. The petitioner undertakes that he will co-operate with Mr Om Prakash Kalra, the respondent No.2 herein, in handing over the vacant and peaceful possession of the above mentioned property being 59, Mausam Vihar, Delhi- 110051.

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, which arose out of the ownership of the subject property, has been settled 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.

7. Resultantly, the FIR No.510/2015, under Sections 419/420/467/468/471 IPC, registered at Police Station- Jagat Puri, Delhi, and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner subject to his depositing a sum of Rs.50,000/- (Rupees Fifty Thousand) with the Victims' Compensation Fund within a period of four 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.

9. *Dasti.*

**SIDDHARTH MRIDUL, J**

**MAY 30, 2016**  
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