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

DECIDED ON : 19th SEPTEMBER, 2016

+ **CRL.M.C.10/2014**

RITESH BANSAL & ORS. Petitioners

Through : Mr.Abhay Kumar, Advocate.

VERSUS

STATE (NCT OF DELHI) & ANR. Respondents

Through : Mr.Amit Gupta, APP with SI
Surender Pal Hudda.
Mr.U.A.Khan, Advocate for R2 along
with R2 in person.

AND

+ **CRL.M.C.1182/2016**

MANSI BANSAL Petitioner

Through : Mr.Abhay Kumar, Advocate.
versus

STATE (NCT OF DELHI) & ANR. Respondents

Through : Mr.Amit Gupta, APP with SI
Surender Pal Hudda.
Mr.U.A.Khan, Advocate for R2 along
with R2 in person.

**CORAM:
HON'BLE MR. JUSTICE S.P.GARG**

S.P.GARG, J. (Oral)

1. Present petitions under Section 482 Cr.P.C. have been filed by the petitioners for quashing of the FIR No.357/2012 registered under Section 420 IPC at PS Krishan Nagar. Status report is on record. Petitions are contested by the respondent No.2.
2. I have heard the learned counsel for the parties including the counsel for the complainant and have examined the file. Undisputedly, the petitioners are facing trial in case FIR No.357/2012 registered under Section 420 IPC at PS Krishan Nagar. Admittedly, the parties had resolved their disputes vide compromise deed dated 11.12.2012.
3. The complainant is present with counsel. I have enquired from the complainant whether the matter has been settled amicably with the petitioners and the terms and conditions of the settlement have been complied with. Complainant's counsel urged that the terms and conditions of the compromise deed have not been adhered to by the petitioners and the complainant is not agreeable for quashing of the FIR on the basis of said settlement.
4. Learned counsel for the petitioners urges that the complainant cannot be permitted to resile from the settlement arrived at vide compromise deed dated 11.12.2012. She has already received substantial amount pursuant to the said settlement. She cannot be permitted to deviate from the express terms and conditions of the settlement to claim that ₹4 lacs more were to be paid by the petitioners.
5. Present petitions have been filed for quashing of the FIR in question on the basis of settlement arrived at between the parties vide

compromise deed dated 11.12.2012. The complainant, however, is not agreeable to the quashing of the FIR on the basis of the said settlement. Her contention is that the last payment which the petitioners were required to pay as per the terms and conditions of the said settlement was not given to her. A cheque for a sum of ₹1 lac given by the petitioners on the presentation was dishonoured. The said payment has yet not been made to her. It is further contended that the petitioners had agreed to pay ₹4 lacs more as per oral agreement and till the said payments are given, she cannot give consent for quashing of the FIR.

6. A dispute has arisen between the parties regarding the terms and conditions of the settlement. There is also controversy between the parties whether ₹4 lacs more was to be given by the petitioners to the complainant. All these disputed questions of fact cannot be adjudicated in the present proceedings.

7. Since the complainant is not agreeable to the quashing of the FIR on the basis of the settlement, the present petitions can't be allowed and are dismissed.

8. Liberty is, however, granted to the parties to file petition for quashing of FIR if amicable settlement between them is arrived at.

(S.P.GARG)
JUDGE

SEPTEMBER 19, 2016 / tr