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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2442/2016**
SARVESH KUMAR Petitioner

Through: Mr. Charanjit Sharma, Adv.
versus

STATE (DELHI ADMN) & ANR Respondents
Through: Ms. Richa Kapoor and Mr. Ashish
Negi, Advs. for State along with ASI
Azad Kumar, P.S. Adarsh Nagar.
Mr. Jai Ram Garg, Adv. for R-2 along
with R-2 in person.

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

ORDER
% **22.08.2016**

Present FIR No. 249/16 under Sections 420/467/468/471/406 IPC was registered at police station Adarsh Nagar on the complaint of respondent no.2. Respondent no.2 alleged in the FIR that he had issued cheque no. 233394 dated 3rd September, 2015 in favour of the petitioner for ₹1 lac drawn on Syndicate Bank, Azadpur, Delhi. However, petitioner made interpolation in the said cheque by changing the amount to ₹10 lacs from ₹1 lac and, thereafter, filed a complaint case against the respondent no.2 before the Metropolitan Magistrate, Delhi under Section 138 of the Negotiable Instruments Act, 1881 (for short, 'the Act').

During the course of hearing of present writ petition, it is submitted

that certain other cheques were also issued for which three complaint cases bearing nos. 4993970-72/16 were filed before the Metropolitan Magistrate, Delhi. During the pendency of said complaint cases as well as the investigation of the present FIR, petitioner and respondent no.2 have settled their disputes amicably on the terms and conditions as stipulated in the Compromise Deed dated 10th June, 2016. In terms of the settlement, respondent no. 2 has agreed to pay ₹5.50 lacs to the petitioner in instalments of ₹50,000/- each starting from September, 2016. It is further submitted that respondent no.2 has already handed over 11 post dated cheques bearing nos. 779134-779144 drawn on Punjab National Bank, GT Road, Azadpur, Delhi to the petitioner towards full and final settlement of all his claims. Petitioner has already withdrawn aforementioned complaint cases filed under Section 138 of the Act from the court of Shri Anurag Thakur, Metropolitan Magistrate pursuant to the compromise deed. Learned counsel for the petitioner submits that in case the post dated cheques are dishonoured, separate proceedings under Section 138 of the Act would be initiated against the respondent no.2. Learned counsel for the respondent no.2 submits that present FIR would not be revived in respect of any future dispute with regard to afore-mentioned post dated cheques. Respondent no.2 submits that

in view of the settlement arrived at between him and the petitioner, he is not willing to pursue the FIR any further and the same may be quashed.

Keeping in mind the compromise entered into between the parties and the also the fact that the disputes arose between private parties on account of commercial transactions with regard to supply of building material, FIR No. 249/16 under Sections 420/467/468/471/406 IPC registered at police station Adarsh Nagar and the consequent proceedings emanating therefrom are quashed.

Writ petition is disposed of in the above terms.

A.K. PATHAK, J.

AUGUST 22, 2016

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