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

+ **W.P.(CRL) 1875/2015**

HARVINDER KAUR

..... Petitioner

Through: **Mr.Siddhartha Tanwar, Advocate**

versus

STATE OF NCT OF DELHI & ORS

..... Respondents

Through: **Mr.R.S.Kundu, A.S.C. for the State**
with **Mr.Ankit Gulia, Adv. with SI**
Ashok Kr. PS Kirti Nagar
Mr.Amit Bajaj, Advocate for R-2 & 3

CORAM:

HON'BLE MS. JUSTICE PRATIBHA RANI

ORDER

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31.03.2016

Crl. M.A. No. 12557/15 (Stay)

Application is dismissed as infructuous.

W.P.(CRL) 1875/2015

1. The present writ petition has been filed by the Petitioners under Articles 226 of the Constitution of India read with Section 482 of Cr.P.C. for quashing of FIR No. 452/2015, under Sections 406/420/120 IPC, registered at P.S. Kirti Nagar, New Delhi and consequential proceedings arising therefrom.

2. Brief facts, as mentioned in the petition are that the petitioner is the owner of plot No.7/210 Ramesh Nagar, New Delhi and was desirous of

commencing construction of aforesaid plot. The collaboration agreement was executed. The dispute was regarding the execution of the sale deeds and handing over of the possession of the property. Consequently, the present FIR was lodged.

3. Respondent Nos.2 & 3/complainants are present in Court today. They submit that they have amicably settled the dispute with the Petitioners and are not interested in prosecuting the Petitioners and submit that the said FIR and all proceedings emanating therefrom may be quashed.

4. Learned counsel for the complainant/respondent submit that they have no objection to the quashing of the FIR No.0452 of 2015 registered under Section 406/420/120B IPC, PS Kirti Nagar, however, since they have no privity of contract with the petitioner herein, respondent assures that she will not pursue any other remedy against them in respect of this subject matter.

5. Learned counsel for the petitioner on instructions has given such hand written assurance which reads as under:

“Statement by the counsel of the petitioner on her instructions and on her behalf.”

The matter has been settled between the parties to the titled petition and hence forth no party shall have claim or pursue any proceedings against each other and the petitioner has also no claim and would not institute any legal proceedings against the respondents as the issue subject matter of the above titled petition.”

6. In the status report it is observed as under:

“During the course of investigation it is found that Smt. Harvinder Kaur, wife of Sh. Jitender Singh, resident of FA-361 MS Garden, Delhi is the registered owner of property bearing

No. 7/210 Ramesh Nagar Delhi as per the collaboration agreement between Harvinder Kaur and alleged Ajeet Dutt, reconstruct the above said property with ground floor, upper ground floor, first floor, second floor and third floor with in period of twelve month and Harvinder kaur gave second floor to Ajeet Dutt and Ajeet dutt pay fifteen lacs to Smt. Harvinder Kaur. Alleged Ajeet Dutt and Complainant entered into an agreement to sale and purchase/bayana Agreement dated 18.06.2014 for aforesaid property for consideration of ₹72,00,000/-. On assurances of alleged Ajeet Dutt complainant paid two cheques of amount 7.50 – 7.50 lacs to Smt. Harvinder Kaur. After completion of all floors Smt. Harvinder Kaur executed the documents of second floor in favour of Ajeet Dutt and Parveen Sachchar. Ajeet Dutt took a loan ₹20 lacs to Praveen Sachchar for construction of above said property, being this reason Parveen Sachchar become the partner of second floor. Alleged Ajeet Dutt, Parveen Sachchar and Smt. Harvinder Kaur join the investigation.

It is pertinent to mention here that complainant and alleged Ajeet Dutt and Parveen Sachchar approached in mediation centre of Delhi High Court and they settled the matter and complainant and paid balance amount to Ajeet Dutt and Ajeet Dutt executed the documents of second floor of property bearing no. 7/210 Ramesh Nagar Delhi, and possession of second floor or property no. 7/210 Ramesh Nagar Delhi, handed over to complainant.”

7. In view of the aforesaid compromise arrived at between the parties, I am of the considered view that no useful purpose would be served by continuing the criminal proceedings against the Petitioners, which will only be an exercise in futile and wastage of precious time of the Court on record.

8. Accordingly, the petition is allowed and FIR No. 452/2015, under Sections 406/420/120-B IPC, registered at P.S. Kirti Nagar, New Delhi and

consequential proceedings arising therefrom are hereby quashed.

Order *dasti*.

PRATIBHA RANI, J.

MARCH 31, 2016

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