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

Date of decision: 11th January, 2016

+ W.P.(CRL) 69/2016 and Crl. MA No. 403/2016 (Exemption)

MAMTA

..... Petitioner

Through

**Mr. M.S. Yadav, Advocate along with
petitioner**

versus

THE STATE (NCTOF DELHI) & ANR

..... Respondents

Through

**Ms. Richa Kapoor, ASC (Crl.)
Respondent no. 2 in-person**

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 seeking quashing of FIR No. 64/2014, under Sections 420/448/468/471 IPC registered at Police Station- Ranhola, Delhi and the proceedings arising therefrom.

2. The present case relates to a commercial dispute over the sale of an open plot of land bearing no. 9, R III/A-3, Khasra No. 17/5/1, Village Rajapur Khurd, Mohan Garden, New Delhi. The subject FIR came to be

registered on an allegation made on behalf of the complainant that the petitioner forged the documents of the subject property belonging to the complainant and the petitioner herein forcibly dispossessed the complainant of the same.

3. Counsel for the parties state that the outstanding dispute between the parties has been settled amicably before the Mediation Centre, Tis Hazari Courts, Delhi by way of a Settlement Agreement dated 4th December, 2015. The salient terms and conditions of the afore-stated settlement are as follows:-

“1. It is agreed between the parties that the plaintiff will pay a total sum of Rs. 32,000/- (Rupees Thirty Two Thousand only) to the defendant towards the expenses incurred for creation of boundary wall of the suit property as full and final settlement on 09.12.2015 before the Ld. Referral Court and the defendant will hand over the keys and possession of the suit property to the plaintiff on the same day before the Court.

2. The plaintiff will not claim any damages/mesne profits from the defendant.

3. The defendant will deposit all the original title deeds/chain documents in respect of the suit property in the Court on 09.12.2015 and shall not withdraw the same from the Court. The defendant will not claim any title, interest in respect of the suit property on the basis of the title documents which are in possession of the defendant.

4. The defendant will pay all the dues in respect of the electricity meter installed in the suit property and will get removed the electricity meter through the concerned authority.

5. The plaintiff will not press the application filed in the Court of Sh. Sushant Changotra, Ld. MM, Tis Hazari Courts, Delhi for monitoring of investigation.

6. The plaintiff will co-operate to the defendant for quashing of the FIR before the Hon'ble High Court of Delhi.

7. In terms of the aforesaid settlement, the plaintiff will withdraw the present suit and the parties will be left with no claim against each other in respect of present matter in dispute.”

4. In a nutshell, it has been agreed by and between the parties that the possession of the subject property shall be restituted to the complainant herein and that the documents allegedly forged by the petitioner herein shall not be used for any purpose whatsoever. The undertaking given in this behalf by the petitioner herein is hereby accepted.

5. Respondent No.2/complainant- Smt. Sutish Bhatia, who is present in Court and has been identified by her counsel, states that in view of the circumstance that the possession of the subject property has already been restituted to her and the undertaking furnished on behalf of the petitioner

herein, she is no longer keen to proceed with the subject FIR and the proceedings emanating therefrom.

6. It is further stated by the complainant herein that she had to pay a sum of Rs. 32,000/- to the petitioner herein at the time of restitution of possession of the subject land towards the costs of a boundary wall constructed by the latter. The said position is not refuted on behalf of the petitioner.

7. In view of the foregoing, since the dispute that led to the registration of the subject FIR has been settled between the parties amicably before the Mediation Centre, Tis Hazari Courts, Delhi by way of a Settlement Agreement dated 4th December, 2015 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.

8. Resultantly, the FIR No. 64/2014 under Sections 420/448/468/471 IPC registered at Police Station- Ranhola, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner subject to the petitioner paying a sum of Rs. 10,000/- as costs, to the complainant herein, within a period of two weeks from today.

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

SIDDHARTH MRIDUL, J

JANUARY 11, 2016

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