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

+ **CRL.M.C. 4364/2016**

RAJESH GHEI & ORS.

..... Petitioners

Represented by: Mr. Muneesh Malhotra, Mr.
Rishabh Jain and Mr. Rituraj
Shahi, Advocates with
petitioners and Kanwal Kishan
Ghei in person.

versus

STATE OF DELHI (NCT OF DELHI) & ORS. Respondents

Represented by: Ms. Meenakshi Chauhan, APP
for the State with SI Mukesh
Yadav, PS Jagatpuri.
Ms. Vidushi Sharma and Ms.
Jyoti, Advocates for respondent
No.2 with Kamal Kapoor,
Director of respondent No. 2 in
person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

21.03.2017

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1. By the present petition, the petitioners seek quashing of FIR No. 239/2016 under Sections 420/406/34 IPC registered at PS Jagat Puri, Delhi on the complaint of Kamal Kapoor, Director of M/s Delhi Inframart Pvt. Ltd. /Respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

2. Learned APP for the State on instructions submits that in the above noted FIR the three petitioners have been specifically named and though Kanwal Kishan Ghei has been named however, there is no allegation against

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him as he had executed the sale deed in favour of the respondent No.2. She further states that the respondent No.2 is the only complainant in the above noted FIR.

3. Kamal Kapoor, Director of Respondent No. 2 M/s. Inframart Pvt. Ltd. is present in Court and identified by the learned counsel. He states that he has been authorised by the Board of Directors in its meeting dated 16th January, 2017 to enter into a settlement and seek quashing of the FIR in question and the proceedings pursuant thereto on behalf of the company. Copy of the Board Resolution dated 16th January, 2017 has been placed on record at pages 56 of the paper-book. Kamal Kapoor states that he on behalf of respondent No.2 has entered into a settlement with the petitioners and Kanwal Kishan Ghei before the Delhi High Court Mediation and Conciliation Centre on 24th October, 2016, on the following terms and conditions:

- “a. The defendant represents and confirms that the entire building stands constructed and Ground Floor is complete in all respects and ready for possession by plaintiff except for normal cleaning, upkeeping and fittings of toilets (sinks/wash basin/taps/shower etc.), air conditioners.*
- b. The defendant represents and confirms that the interior works in the first and third floor are still to be completed and the works which have majorly not been carried out are electrical fittings, toilet fittings. UPVC, windows & doors, Air conditioners.*
- c. The defendant represents and confirms that Modular kitchen has been provided on all floors of plaintiff along with Chimney, sink, Geyser except hobb; taps of sink etc.*

- d. *The Defendant shall install the lift in the premises for which advance has been paid to Shindler Lift Company for installation within a period of 3 months from the date of execution of the sale deed.*
- e. *The parties have earmarked two car parks in the stilt area marked in RED in the sit plan attached herewith with a separate entry at Point 'A' in front of the building. The defendant shall install its separate gate at point 'A' marked in the plan. The said parkings shall be part and parcel of the second floor and cannot be dealt separately by the defendants. Copy of plan is attached as ANNEXURE-II.*
- f. *The cars should be parked by parties in such a way that it does not cause inconvenience to other occupants or blocks any amenity/entrance etc. The parties shall keep stilt area and other common areas in the building clear of all hindrances so that no inconvenience caused to any person.*
- g. *The defendant confirms that building is ready for occupation and 'B1 & B2' forms have been obtained from the Municipal authorities for occupation of the property. If in case any other sanction or permission is required for occupation, the same shall be obtained by the defendant and the plaintiffs shall sign all such applications, forms or documents as required.*
- h. *The parties have agreed that the plaintiffs shall execute the Sale deed for the second floor of the property alongwith earmarked two car parks in favour of the defendant within two days of passing of the orders by the Hon'ble Court in the above suit. The stamp duty and all other charges required for registration shall be borne by the defendant/purchaser.*

- i. *The parties shall on their own apply and obtain an independent electricity connection for all their floors.*
- j. *The parties shall apply for a separate electricity connection for common areas including lift and shall pay the electricity charges and maintenance charges proportionately.*
- k. *The parties shall apply for a water connection individually or collectively for their respective floor or for the building as required.*
- l. *The defendant shall hand over the keys of Ground floor, First floor, Third floor and all other portions in the building except the Second floor and two car parks to the plaintiff on the stipulated day of execution of sale deed, simultaneously at the time of execution of sale deed at site and thereafter parties will proceed for registration of sale deed at office of Sub-Registrar. The plaintiffs are taking over the possession/keys or the areas/floors on the representation of Defendant as contained herein.*
- m. *All original documents in possession of defendants such as FORM B1, B2 sanctioned plans, temporary electric connection, last paid bill, all the warranties/bills of all fitting and fixtures subject to availability shall be handed over to the plaintiff, at the time of execution of sale deed. The defendant shall hand over blank papers signed by Mr. K.K. Ghei at the time of signing of the present settlement agreement.*
- n. *The defendants shall complete the works of lift, lift door on stilt floor, (any other stone or finishing shall be carried on by the parties on their respective floors), light in staircase, boundary wall, entrance gate and ramp within a period of 3 months, from the date of execution of sale deed.*

- o. The defendant shall be responsible for settling all accounts, payments, dues etc. of the agencies/contractors/labour arranged and employed by them during the construction of the building till execution of the sale deed and for completion of works undertaken herein and shall remove all their labour and equipment etc. from the building. The defendant shall move any temporary shed or jhuggi in the stilt area or any other area so that all common areas are clear for user by the parties.*
- p. The parties agree that all disputes and differences stands settled in terms of this agreement. There are no other disputes or differences or claims of the parties against each other.*
- q. The parties have withdrawn all allegations made against each other in any proceedings, complaint, FIRs, including FIR No.0239/16.*
- r. The plaintiffs have filed CRL. M.C. No. 3024/16 in the High Court of Delhi U/S 482 CrPC for quashing of FIR No.0239/16 and same is listed on 22/11/16. Parties shall file appropriate application/proceedings for early disposal/quashing the same and defendant shall cooperate in all respects.*
- s. The parties agree that all previous agreements, documents, understandings, executed between the parties hereto before whether in writing or oral stand superseded by this agreement. Any document or paper, if required, to be signed between the parties, the same shall be signed by all the plaintiffs and any document or paper signed only by Mr. K.K. Ghei shall not be valid.*

4. Kamal Kapoor on behalf of respondent No.2 states that having
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entered into a settlement with the petitioners and Kanwal Kishan Ghei respondent No.2 does not wish to pursue the abovementioned FIR and the proceedings pursuant thereto. He further states that the respondent No.2 company will abide the terms of the settlement arrived at between the parties.

5. Petitioners who are present in Court and are identified by learned counsel affirm the statement of Kamal Kapoor, Director and authorised representative of respondent No.2 and state that they will abide by the terms of the settlement arrived at between the parties before the Delhi High Court Mediation and Conciliation Centre terms whereof have been noted above.

6. In view of the fact that the parties have amicably resolved their differences of their own free will, volition and without any coercion and no useful purpose will be served in continuance of the proceedings, rather the continuance of the same would be an abuse of the process of the Court, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

7. Consequently, FIR No. 239/2016 under Sections 420/406/34 IPC registered at PS Jagat Puri, Delhi and proceedings pursuant thereto are hereby quashed.

8. Parties have signed this order sheet in acknowledgment of their statements made before this Court.

9. Petition is disposed of. Order dasti.

MUKTA GUPTA, J.

MARCH 21, 2017/‘vn’

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