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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 3358/2017**
PRABHJEET SINGH WADHWA

..... Petitioner

Through: Mr. Rajiv Bajaj, Advocate with
petitioner in person.

versus

THE STATE GOVT OF NCT OF DELHI & ANR

..... Respondents

Through: Mr. Avi Singh with Ms. Purnima
Malik, Advocate for R-1.
Ms. Isha Khanna, Advocate for R-2
with Respondent no. 2 in person.

CORAM:

HON'BLE MR. JUSTICE NAJMI WAZIRI

ORDER

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29.11.2017

CRL.M.A. 19744/2017

Allowed, subject to all just exceptions.

The application stands disposed off.

W.P.(CRL) 3358/2017

This petition seeks quashing of FIR no. 469/2017 dated 20.08.2017 registered at Police Station-Rajouri Garden, Delhi on a complaint filed by respondent no. 2, Ms. Alina Kaur d/o Mr. Harvinder Singh against the petitioner who is the real brother of the former's father-in-law. The lis has since been settled by way of a settlement dated 08.09.2017 in Delhi High Court Mediation & Conciliation Centre whereunder various civil disputes between the parties and their respective families have been settled. The settlement is on record as Annexure-2. Ms. Alina Kaur is present in the

Court. Since she does not have a counsel Ms. Isha Khanna, Advocate present in the Court is appointed as her counsel for the day. The learned counsel submits that she has interacted with Ms. Alina Kaur and the latter has stated that she is not coercion of any sort and would like the FIR to be quashed.

The Court would note that although the settlement is between Mr. Gurdeep Singh Wadhwa and his father Mr. Narinder Singh Wadhwa, nevertheless, it is a family settlement covering a number of disputes pending before this Court as well as in other Courts regarding property and other disputes. The said settlement records *inter alia* (in para 7) as under:-

“7. The following settlement has been arrived at between the Parties hereto;

a. That the First Party confirms and agrees to abide by the order passed by the Ld. Maintenance Tribunal, Rampura, Delhi, whereby the Ld. Tribunal has cancelled the Gift Deed dated 10.11.2009 executed by, Shri Narinder Singh Wadhwa in favour of his son Sh. Gurdeep Singh Wadhwa to be void under Provisions of Section 23 of Maintenance and Welfare of Parents and Senior Citizens Act, 2007. The Hon'ble Tribunal had further held that Gift Deed dated 01.08.2014 which had been executed by Sh. Gurdeep Singh Wadhwa in favour of his son Shri Jaspreet Singh Wadhwa to be infructuous.

b. That in compliance of the order passed by the Ld. Maintenance Tribunal, the First Party and his family members shall vacate the property bearing No. Q-37, Ground Floor, Rajouri Garden, New Delhi-110027 by 15.12.2017 and hand over the peaceful and vacant possession of the said property to the Second Party.

c. That the First Party undertakes not to create third party interest or part with possession of the property bearing No. Q-37, Ground Floor, Rajouri Garden, New Delhi-110027.

d. That the First Party and Smt. Alina Kaur undertake to withdraw FIR bearing No. 0469/17 registered-at PS, Rajouri

Garden, New Delhi under Section 323/341/354/354B/506/509 IPC and co-operate with Shri Prabhjit Singh to get the said FIR quashed from the Hon'ble High Court of Delhi. It is further agreed between Smt. Alina Kaur and Shri Prabhjit Singh that they shall file quashing petition before this Hon'ble Court within one month of signing of present Settlement Agreement.

e. That the Second Party confirms that he shall give the statement before, Hon'ble High Court of Delhi in CS(OS) No.500/2016 whereby releasing 50% of undivided share in the property bearing No.J-6/91-G, Ground Floor, Rajouri Garden, New Delhi-110027 for consideration of Rs.5,00,000/- (Rupees Five Lakhs Only) which has been paid by the First Party in the form of three post dated cheques. The photocopies of the cheques are annexed with the present Settlement Agreement as ANNEXURE-A (receipt of the original three cheques by the Second Party has been confirmed through signatures). The Second Party further undertakes that he shall co-operate and do every endeavour in transferring the said property bearing Shop No.J-6/91-G, Ground Floor, Rajouri Garden, New Delhi-110027, in favour of the First Party (Jaspreet Singh Wadhwa) by executing title documents and the cost of the same shall be borne by the First Party, it is further agreed that the Second Party shall execute necessary title documents so as to convey/transfer his 50% undivided share in shop/property bearing No. J-6/91-G,, Ground Floor, Rajouri Garden, New Delhi, in favour of First Party or his nominee through release deed / sale deed, etc. according to convenience of First Party within three months from the date of execution of this settlement.

f. That Shri Gurdeep Singh has filed the suit for declaration and permanent injunction which is pending before the Court of Ms. Kaveri Baweja, ADJ. Tis Hazari Courts, Delhi, registered as CS No.831/2017 against (1) Shri Gurmeet Singh Gulati, (2) Smt. Gurpreet Kaur Gulati (3) Shri Narinder Singh, Second Party, (4) Smt. Amarjeet Kaur, (5) Smt. Simran Kaur and (6) Shri Prabhjit Singh, it is agreed that the Second Party, Shri Prabhjit Singh and Smt. Simran Kaur shall move

Order 1 Rule 10 CPC application before the Ld. ADJ for the purposes of deletion their names from the array of defendants and the First Party shall co-operate and give their no objection to the withdrawal of the said suit qua Shri Narinder Singh, Second Party, Smt. Amarjeet Kaur, Smt. Simran Kaur and Shri Prabhjit Singh.

g. That the First Party further undertakes that they shall not claim any right, title, interest in the property bearing No.J-5/151, Ground Floor, Rajouri Garden, New Delhi, and confirm that Smt. Simran Kaur and Shri Prabhjit Singh are owners of the property bearing No. J-5/151, Ground Floor, Rajouri Garden, New Delhi, and First Party shall not claim any right over the said property and Smt. Simran Kaur and Shri Prabhjit Singh have right to deal with the property in whatsoever manner, it is further agreed that Shri Gurdeep Singh Wadhwa shall have right to continue his suit against Shri Gurmeet Singh Gulati and his wife Smt. Gurpreet Kaur Gulati with respect to his claim of recovery of Rs.40,00,000/- (Rupees Forty Lakhs Only) along with interest /damages, etc. in the said suit bearing No,831/2017.

h. That Shri Prabhjit Singh undertakes that he shall not visit property bearing No.Q-37, Ground Floor, Rajouri Garden, New Delhi, till 15.12.2017. However, in case of medical emergency of Second Party, he has every right to visit the property.

i. That Second Party hereby agrees and foregoes his right to receive maintenance @ Rs.10,000/- per month which has been ordered against the First Party by Hon'ble High Court in W.P.(C) No.2363/2017 henceforth. The First Party shall not be liable and bound to pay any sum towards maintenance etc. to the Second Party upon execution of the present settlement agreement”.

This aspect has been confirmed by the complainant-respondent no. 2 as a Witness/Confirming Party. The complainant, Ms. Alina Kaur states that she does not wish to pursue the case any further especially, because a comprehensive family settlement has been arrived at and peace and

tranquillity in the family for herself as well as for her family is desirable objective.

The parties are present in the Court. Ms. Alina Kaur has also been identified by the Investigation Officer and petitioner has been identified by his counsel. They undertake to abide by the terms of the Settlement Agreement and their undertakings are accepted. Since the complainant herself does not wish to pursue the case against the petitioners any further, keeping the FIR alive will serve no purpose and any proceedings emanating from it would be an exercise in futility.

In view of the aforesaid, FIR no. 469/2017 dated 20.08.2017 registered at Police Station, Rajouri Garden, Delhi and all proceedings emanating therefrom are hereby quashed.

The petition stands disposed off in the above terms.

NAJMI WAZIRI, J

NOVEMBER 29, 2017

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