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

+ **CRL.M.C. 1657/2018**

PRABHAKAR KUMAR

..... Petitioner

Through: Mr.N.K. Sharma & Mr.Harish
Kumar, Adv. with petitioner in
person.

versus

THE STATE GOVT OF NCT OF DELHI & ANR..... Respondents

Through: Mr.Raghuvinder Verma, APP with SI
Ashwani, PS EOW.
Ms.Apoorva Pandey with
Mr.Ramandeep Singh, A.R., R-2/Yes
Bank Ltd.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

% **10.12.2018**

1. Vide the present petition filed u/s 482 Cr.P.C., the petitioner seeks quashing of FIR No.05/2012 registered u/s 420/467/468/471/120B/34 IPC at Police Station EOW, Delhi on the basis of a Memorandum of Understanding entered into between the parties on 30.06.2015.

2. Learned counsel for the petitioner submits that the respondent no.2/Bank had extended credit facilities to one Mr.N.K.Rajgarhia, who defaulted in returning the due amount to the Bank. As a result thereof, a complaint was filed against him and several others,

including the petitioner, which led to the registration of the captioned FIR.

3. Learned counsel for the petitioner further submits that the petitioner was admittedly not a beneficiary of the credit facility/loan transaction from the respondent no.2/bank and never had any direct dealing with the respondent no.2/bank. Furthermore, the petitioner has entered into a Memorandum of Understanding on 30.06.2015 with the respondent no.2/bank, whereunder he has paid Rs.12.5 lakhs to the bank towards the amount of collateral security which he had furnished to the respondent no.2/Bank. He also draws my attention to the order dated 29.01.2018 passed by a Coordinate Bench wherein the same FIR has been quashed qua some of the other accused persons on the basis of a settlement. He states that the petitioner volunteers to pay any costs that may be directed by this Court and, therefore, prays that the captioned FIR and proceedings emanating therefrom may be quashed qua the petitioner also.

4. The petitioner as also Mr.Ramandeep, the authorised representative of respondent no.2 are present in Court and have been identified by the Investigating Officer. The respondent no.2/bank is also represented by a counsel, who does not deny the aforesaid contentions of the learned counsel for the petitioner. I have interacted with Mr.Ramandeep, who states that the bank has already settled the matter with the petitioner and has received the entire amount payable by the petitioner to the respondent no.2/bank. He further states that the respondent no.2/bank does not oppose the petitioner's prayer for quashing of the captioned FIR and consequential proceedings qua

him.

5. I have considered the submissions of the learned counsel for the parties and perused the records, including the order dated 29.01.2018 passed by a co-ordinate bench in CrI.M.C. No.4517/2015. Keeping in view the fact that the FIR emanates from the main transaction between the respondent no.2/bank and Mr.N.K. Rajgarhia and the petitioner admittedly did not have any direct dealing with the respondent no.2, as also the fact that the same FIR stands quashed qua some other accused persons, the ends of justice demand that the FIR be quashed against the petitioner also. In view of the stand taken by the respondent no.2/Bank before me, no useful purpose will be served in continuing with the aforesaid criminal proceedings against the petitioner.

6. For the aforesaid reasons, the petition is allowed and the captioned FIR and proceedings emanating therefrom are quashed qua the petitioner, subject to the petitioner paying a sum of Rs.50,000/- as costs to Delhi Police Martyr's Fund, A/C No.18200110036907, UCO Bank, Delhi, IFSC Code UCBA0001820 within ten days from today. A copy of the receipt of deposit of costs will be handed over to the Investigating Officer for production before the Trial Court.

7. The petition is disposed of in the above terms.

REKHA PALLI, J

DECEMBER 10, 2018

gm