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

+ CRL.M.C. 3138/2018

TARVINDER SINGH JASPAL

..... Petitioner

Through Mr. Jagat Rana and Mr. Nirmal  
Goenka, Advs. with petitioner in  
person

versus

STATE & ANR

..... Respondents

Through Dr. M.P. Singh, APP with SI Devi  
Lal, P.S. Maurya Enclave  
Respondent no. 2 in person

**CORAM:**

**HON'BLE MR. JUSTICE A.K. PATHAK**

**ORDER**

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**10.09.2018**

FIR No. 436/2014 under Sections 420/467/468/471 IPC was registered at police station Maurya Enclave on the complaint of respondent no. 2. It was alleged in the FIR by the respondent no. 2 that vide Agreement to Sell and Purchase dated 24<sup>th</sup> October, 2012 executed by the petitioner, he agreed to purchase first floor and roof rights of the property no. QD-28, Pitam Pura, New Delhi for a total sale consideration of ₹6,37,50,000/- and paid earnest money of ₹10,00,000/-. Petitioner along with Kamaljeet Kaur and Gurinder Singh had agreed to sell the said property. One Mr. Gaurav

Mishra was the broker. Petitioner and other above named persons were to show the original documents of DDA and hand over photocopies thereof to respondent no. 2, in terms of Clause 1(a) of Agreement to Sell dated 24<sup>th</sup> October, 2012. Partition Deed was also to be executed between them inasmuch as, vacant possession of the premises was to be handed over at the time of entering into a Collaboration Agreement on 7<sup>th</sup> January, 2013. Respondent no. 2 was to pay ₹1,14,75,000/- after execution of the said Partition Deed/NOC. Respondent no. 2 paid the said amount between 27<sup>th</sup> November, 2012 to 9<sup>th</sup> December, 2012. However, petitioner and other persons, named above did not perform their part of obligations. Respondent no. 2 apprehended some foul play and on his making inquiries, he came to know that petitioner had authority only on behalf of Kamaljeet Kaur and Gurinder Singh to enter into an Agreement to Sell and Purchase and not from his father Shri Ram Singh, who was in possession of the first floor in the said property. On 16<sup>th</sup> January, 2013 a Memorandum of Understanding was entered into between the petitioner and respondent no. 2 on receipt of payment of ₹87,50,000/-. Respondent no. 2 was assured that in case petitioner and other persons, named in the FIR, failed to fulfil the terms and conditions of Agreement to Sell and Purchase dated 24<sup>th</sup> October, 2012 upto

5<sup>th</sup> February, 2013; then, they will pay double the amount received by them. Petitioner and above named persons fail to comply the terms of agreement. On persuasion, petitioner issued a cheque dated 4<sup>th</sup> February, 2013 for ₹1,28,00,000/- drawn on Union Bank of India and also handed over his 'Cruze' make car, in lieu of adjustment of part payment towards his liability. However, the cheque was returned dishonoured on presentation. It was, thus, alleged that petitioner Ms.Kamaljeet Kaur, Mr.Gurinder Singh and Mr.Gaurav Mishra had cheated the respondent no. 2.

After the investigation, charge-sheet was filed against the petitioner and his brother Manmeet Singh Jaspal, who had witnessed the Agreement to Sell and Purchase. Manmeet Singh Jaspal is proclaimed offender.

During the pendency of trial, petitioner and respondent no. 2 have settled their disputes amicably before the Delhi High Court Mediation and Conciliation Centre. Prior thereto a settlement was arrived at between the petitioner Mr.Tarvinder Singh Jaspal, Ms.Kamaljeet Kaur, Mr.Gurinder Singh and Mr. Ram Singh before the Delhi High Court Mediation and Conciliation Centre on 8<sup>th</sup> August, 2017 regarding the civil litigations pending between them in respect of the subsequent property. In terms of the settlement before the Mediation Centre, ₹40,00,000/- was to be paid by

the petitioner to respondent no. 2, which stands paid.

Respondent no. 2 is present in Court and has been identified by SI Devi Lal of police station Maurya Enclave. Respondent no. 2 says that he has settled the matter with the petitioners of his own free will and without any undue force, pressure or coercion, inasmuch as he has received the entire settled amount, therefore, he has no objection in case aforesaid FIR and consequent proceedings emanating therefrom are quashed against the petitioner.

Keeping in view that disputes arose in respect of property dealing, which led to registration of the aforesaid FIR and that petitioner and respondent no. 2 have settled their disputes amicably before the Mediation Centre, inasmuch as settled amount has been paid, in my view, no fruitful purpose would be served to keep the criminal proceedings pending. Accordingly, in the interest of justice, aforesaid FIR and consequent proceedings emanating therefrom are quashed against the petitioner.

Petition is disposed of in the above terms.

Dasti.

**A.K. PATHAK, J.**

**SEPTEMBER 10, 2018**

*r.bararia*