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

+ CRL.M.C. 4455/2018 & CrI.M.A. No. 31268/2018 (stay)

M/S COBRA INSTALACIONES Y SERVICES & ANR...Petitioner

Through Mr.Sudhir Nandrajog, Sr. Adv. with
Mr.Yuvraj Singh Bindra, Adv. &
Mr.Madhav Khosla, Adv. with
authorised representative of
petitioners in person.

versus

STATE OF NCT OF DELHI & ANR. Respondents

Through Mr.Amit Chadha, APP for the State.
SI Krishan Kumar, PS E.O.W.
Mr.Dhanesh Relan, Adv. with
Mr.K. Prem Kumar, Authorised
Representative of respondent no.2.

CORAM:

HON'BLE MS. JUSTICE REKHA PALLI

ORDER

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30.11.2018

1. Vide the present petition filed u/s 482 Cr.P.C., the petitioners seek quashing of FIR No.0195/2017 registered u/s 406 & 420/34 read with Section 120-B of the IPC at Economic Offences Wing, Delhi Police on the basis of a Settlement Agreement dated 30th June, 2018.
2. Learned senior counsel for the petitioners submits that the petitioner no.1 is a reputed contractor and was on 24th December, 2013, awarded a tender for supply and construction of 400 KV Line from Srinagar to Kashipur by the Power Transmission Corporation of Uttarakhand Ltd. He submits that after the said tender was awarded

to the petitioner no.1, a letter of intent was issued to respondent no.2 wherein it had been principally agreed that the said contract would be sub-contracted to respondent no.2. Upon the issuance of the letter of intent, the respondent no.2 executed bank guarantees in favour of the Power Transmission Corporation of Uttarakhand Ltd. Subsequently, as a consequence of the intervention of a third party, the petitioners were unable to fulfil their promises made to respondent no.2 leading to the filing of a complaint by the respondent no.2 which in turn led to the registration of the captioned FIR.

3. Mr.Nandrajog, learned senior counsel submits that keeping in view their past relations, the parties have now decided to resolve their disputes amicably and accordingly entered into a settlement agreement on 30th June, 2018, which has been filed as annexure P-6 to the present petition. Learned senior counsel for the petitioners further submits that in terms of the settlement, the petitioners have already returned the bank guarantee in question to the respondent no.2 and submits that the petitioners will remain bound by the terms of the aforesaid settlement dated 30th June, 2018. He also states that the parties volunteer to pay costs as may be directed by this Court. He, therefore, prays that the captioned FIR and all proceedings emanating therefrom may be quashed.

4. The respondent no.2/Company is represented by counsel who states at the outset that since Mr.T.K. Rajkumar who had filed the affidavit in support of the petition, has already left the services of the respondent no.2/Company, Mr.K. Prem Kumar, the business head of the respondent no.2/company to has now been authorised by a

resolution passed on 22nd November, 2018, to depose on behalf of respondent no.2 in support of the petition authorising Mr.K. Prem Kumar. A copy of the resolution dated 22nd November, 2018 passed by the respondent no.2 company has been handed over in Court and is taken on record

5. The authorised representatives of the petitioner no.1 and respondent no.2 are present in Court and have been duly identified by their counsel. I have interacted with the representative of respondent no.2 who states that the respondent no.2/Company has entered into the aforesaid settlement of its own free will and without any coercion. He further submits that the respondent no.2 does not want the criminal proceedings to continue as they being in the same trade, do not want any acrimony with the petitioners and, therefore, prays that the FIR and all consequential proceedings be quashed. He, however, submits that the petitioners be directed to remain bound by the terms of the settlement.

6. I have considered the submissions of the learned counsel for the parties and perused the records. A perusal of the FIR shows that the same basically emanates from a private dispute between the petitioners and respondent no.2 which now stands resolved between them. What transpires is that both parties are in the same business and even the respondent no.2 does not want the proceedings to continue any further. In these circumstances, no useful purpose will be served in continuing with the criminal proceedings as the same will not only cause hardship to the parties but also lead to further acrimony between them. In my view, the ends of justice demand that

the FIR and all consequential proceedings be quashed.

7. Accordingly, while binding the parties to the terms of settlement dated 30th June, 2018, the petition is allowed and the captioned FIR along with all consequential proceedings are quashed, subject to the petitioners paying a sum of Rs.1,50,000/- as costs to the 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.

8. The petition and pending application are disposed of in the above terms.

NOVEMBER 30, 2018/aa

REKHA PALLI, J