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

\+ CRL.M.C. 6193/2018

MANIK LAL MISHRA & ORS. ..... Petitioners

Through: Dr. Shailendra Sharma, Advocate

versus

STATE & ANR. ..... Respondents

Through: Mr. Panna Lal Sharma, APP with Inspector Jitendra Singh, EOW
Mr. Awijit Paliwal, Advocate for respondent No.2

CORAM:
HON'BLE MR. JUSTICE CHANDER SHEKHAR

O R D E R

% 06.12.2018

CRL.M.A. 49027/2018

Allowed, subject to all just exceptions. The application is disposed of.

CRL.M.C. 6193/2018

1. The petitioners have moved the present petition under Section 482 of the Code of Criminal Procedure, 1973 for quashing of FIR No.192/2005, dated 12.5.2005, under Sections 103/104 of the Trade Marks Act, 1999, registered at PS:Kotwali.

2. Petitioners as well as respondent No.2 are present in Court along with their respective counsel and submitted that the parties have arrived at a settlement vide Compromise Agreement dated 20.11.2018, in terms whereof each petitioner has to make a payment of Rs.1,50,000/- to respondent No.2 to compensate the loss suffered and the litigation expenses incurred.

3. The Investigating Officer ('IO'), who is present in Court, has identified the petitioners as well as respondent No.2 and the IO has also verified the Compromise Agreement arrived at between the parties.

4. Respondent No.2 submitted that the settlement has been arrived at his own free will, without any force, pressure or coercion. He further submitted that he is yet to receive the payment of Rs.4,50,000/- and in case the said payment is made by the petitioners, he has no objection to the petition being allowed and the quashing of the FIR.

5. Learned counsel for the petitioners submitted that the petitioners have brought in Court three demand drafts for a sum of Rs.1,50,000/- each, total amounting to Rs.4,50,000/-, bearing Nos.900315, dated 22.11.2018, drawn on Kotak Mahindra Bank, 585250, dated 22.11.2018, drawn on Syndicate Bank and 856373, dated 22.12.2018, drawn on Punjab National Bank, which have been handed over to the respondent No.2 in Court today.

6. Respondent No.2 submitted that in view of the handing over of the aforesaid demand drafts, the FIR may be quashed and the petition may be allowed.

7. In view of the aforesaid circumstances, the Compromise Agreement arrived at between the parties and the payment of Rs.4,50,000/- received today in Court by respondent No.2 by way of three demand drafts, this Court is of the view that no fruitful purpose would be served in keeping the parties entangled in the criminal proceedings. Accordingly, in the interest of justice, FIR No. 192/2005, dated 12.5.2005, under Sections 103/104 of the Trade Marks Act, 1999, registered at PS:Kotwali is quashed, subject to the condition that petitioners shall deposit, within ten days, a sum of Rs.5,000/- each with the Delhi Police Martyr's Fund, Account No.18200110036907, UCO Bank, IFSC Code:UCBA0001820 and a receipt of the said deposit be filed in the Registry within fifteen days. A copy of the said receipt shall also be handed over to the APP through the I.O. In case the petitioners fail to deposit the said sum, the prosecution shall be entitled to move an application for passing appropriate orders..

8. Petition is disposed of in above terms.

Dasti.

CHANDER SHEKHAR, J

DECEMBER 06, 2018
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