

\$~32

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

+ **CRL.M.C. 5024/2017**

LOKESH & ORS

..... Petitioners

Through: Mr. Asit Kumar Roy & Ms. Poonam
Sharma, Advocates.

versus

STATE & ORS

..... Respondents

Through: Mr. Raghuvinder Varma, APP for R-1
to 3 with SI Amrender, PS Fatehpur
Beri.
Mr. Jitender Chaudhary, Adv for R-
4, 5 & 6.

CORAM:

HON'BLE MS. JUSTICE ANU MALHOTRA

ORDER

%

05.03.2018

Vide the present petition, the petitioners seek quashing of the FIR no. 405/17, PS Fatehpur Beri under Sections 420/342/201/120-B of the Indian Penal Code, 1860 submitting to the effect that a settlement has been arrived at between the parties in relation to the dispute which had arisen on the ground of non-payment of full and final payment of sale consideration of the Toyota Fortuner Car bearing registration no. DL-3C-C-9624 owned by the petitioner no. 1 and that the said car has been sold and handed over to the complainants arrayed on record as respondent nos. 5 & 6 on 06.04.2017 in good faith without receipt of the full and final payment and as the balance payment was not made and the car had already been sold out, a complaint case bearing no. 14120/17 had been filed

which is stated to be at the pre-summoning stage.

Mr. Asit Kumar learned counsel for the petitioner present submits that the said complaint case would be withdrawn in view of the settlement arrived at between the parties. As per the submissions made through the petition in terms of the settlement terms of which have been recorded in Para 4 of the petition are to the effect:-

(i) *That the respondent/complainant will pay Rs.*

4,00,000/- (Four Lacs) to petitioner/accused no.

1 Lokesh as balance payment i.e., full and final

payment by the way of draft at the time of final

hearing of the Quashing petition. Photocopy of

the said draft no. 011029 dated 15.11.2017 of

HDFC Bank Ltd is annexed herein as

ANNEXURE-P2.

(ii) *Petitioner/accused will provide NOC of M/s Toyota*

Financial Services India Limited and also hand

over the Original Registration Certificate of the

car and Form 28 i.e. application NOC of RTO to

the respondent/complainant at the time of final

hearing of the quashing petition before the

Hon'ble High Court.

(iii) *That at the same time the petitioner/accused will*

also provide signed Form no. 29, 30 and 28 for

DTO- Mon, Nagaland for registration of the car

*in favour of purchaser, **MANHEI KONYAK** s/o*

Yangan Konyak R/o Shantharam Ward, District-Mon, Nagaland- 798621, who is in possession of the car and purchased the vehicle from the petitioner/complainant Mr. Pankaj Nagpal.

(iv) Petitioner/accused will withdraw the complaint from RTO authority Dheikh Sarai, New Delhi so that NOC can be available in favour of purchaser and co-operate in issuing NOC from the authority.

(v) Respondents/complainants specially Mr. Pankaj Nagoal respondent/complainant no. 1 shall be responsible for transferring the ownership along-with regular insurance of the car in the name of purchaser and as Lokesh/petitioner no. 1 has no responsibility and/ or control on the purchaser and/or on the vehicle if misused by the purchaser,

(vi) The respondent/complainant will provide correct copy of New RC of the car to the respondent/accused after transfer of the ownership of the car immediately.

(vii) That after settlement the petitioner/accused will withdraw complaint case bearing no. 14120/17 titled as Lokesh Kumar Versus Pankaj Nagpal &

Ors. pending before the Ld. Court of Sh. Anurag Dass, MM, Saket Courts, New Delhi.

(viii) That there is no other claim, dispute, grievances either past, present or future remains between the parties and/or dispute shall be remained hereinafter.

(ix) That the present settlement/compromisation has been made in free will, sound mind, without any undue pressure or coercion,

And in compliance thereof, a sum of Rs. 4,00,000/- vide a demand draft bearing no. 0110129 dated 15.11.2017 was handed over by respondent nos. 4 to 6 to the petitioner no. 1 on 22.12.2017 and the petitioner also handed over the NOC of the Toyota Financial Services India Limited dated 07.10.2017, the original RC of vehicle bearing no. DL-3C-C-9624 and forms no. 28, 29 & 30 to respondent no. 5 on 22.12.2017.

The State had sought time to verify the said documents and the verification report in relation thereto dated 29.01.2018 under the signatures of the SHO, PS Fatehpur Beri is placed on record which also indicates that the petitioner no. 1 had submitted his application to the MLO office which is under process.

The respondent nos. 4, 5 & 6 are present today and are represented by the learned counsel whose vakalatnama is on the record and they too have also testified to the effect that they do not oppose the prayer made by the petitioners seeking quashing of the

FIR in question.

In view of the statements made by the respondent nos. 4, 5 & 6 and submissions made on behalf of the petitioners in the circumstances of the case on the basis of verification conducted by the State as per verification report dated 29.01.2018 and the non-opposition on behalf of the State also as submitted on behalf of the State by the learned APP, it is apparent that in view of the settlement arrived at between the parties, scope of conviction of the petitioners is wholly bleak and thus FIR no. 405/17, PS Fatehpur Beri under Sections 420/342/201/120-B of the Indian Penal Code, 1860 against the petitioners no. 1 to 4 and all consequential proceedings emanating therefrom are thus quashed.

ANU MALHOTRA, J

MARCH 05, 2018
NC

32

CRL.M.C. 5024/2017

LOKESH & ORS

Vs. STATE & ORS.

Statement of CW1 : Panakaj Nagpal, son of Sh. Kishan Lal Nagpal, aged 41 years, residence of 231, 2nd Floor, E-Block, New Delhi.

ON S.A.

I have no opposition to the prayer made by the petitioners seeking quashing of the FIR no. 405/17, PS Fatehpur Beri under Sections 420/342/201/120-B of the Indian Penal Code, 1860 nor do I want them to be punished in relation thereto.

I have made this statement voluntarily without any duress, coercion or pressure from any quarter.

ANU MALHOTRA, J

RO & AC

MARCH 05, 2018

32

CRL.M.C. 5024/2017

LOKESH & ORS

Vs. STATE & ORS.

Statement of CW2 : Surender Singh Negi, son of Sh. Gajey Singh Negi, aged 45 years, residence of 2111, Lodhi Road Complex, New Delhi.

ON S.A.

In view of the settlement arrived at between me and the petitioners, a sum of Rs. 4,00,000/- has already been paid by me, i.e., respondent no. 5 & respondent no. 6 to the petitioner no. 1 and in terms of Clause 4(ii) of the petition, I have already received the NOC of M/s Toyota Financial Services India Limited and the original RC of the vehicle bearing No. DL3C C 9624 and NOC dated 07.10.2017 of M/s Toyota Financial Services India Limited along with signed Form no. 28, 29 & 30.

I have no opposition to the prayer made by the petitioners seeking quashing of the FIR no. 405/17, PS Fathepur Beri under Sections 420/342/201/120-B of the Indian Penal Code, 1860 nor do I want them to be punished in relation thereto.

I have made this statement voluntarily without any duress, coercion or pressure from any quarter.

ANU MALHOTRA, J

RO & AC

MARCH 05, 2018

32

CRL.M.C. 5024/2017

LOKESH & ORS

Vs. STATE & ORS.

Statement of CW3 : Sunil Yadav, son of Sh. Kanwar Singh Sultania, aged 41 years, residence of K 20250, CR Park, New Delhi.

ON S.A.

In view of the settlement arrived at between me and the petitioners, a sum of Rs. 4,00,000/- has already been paid by me, i.e., respondent nos. 6 & respondent no. 5 to the petitioner no. 1 and in terms of Clause 4(ii) of the petition, I have already received NOC of M/s Toyota Financial Services India Limited and the original RC of the vehicle bearing No. DL3C C 9624 and NOC dated 07.10.2017 of M/s Toyota Financial Services India Limited along with signed Form no. 28, 29 & 30.

I have no opposition to the prayer made by the petitioners seeking quashing of the FIR no. 405/17, PS Fathepur Beri under Sections 420/342/201/120-B of the Indian Penal Code, 1860 nor do I want them to be punished in relation thereto.

I have made this statement voluntarily without any duress, coercion or pressure from any quarter.

ANU MALHOTRA, J

RO & AC

MARCH 05, 2018