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

+ **W.P.(CRL) 3845/2018**

PARMINDER KAUR & ANR Petitioners

Represented by: **Mr.Ashish Upadhayay, Advocate**

versus

STATE & ORS Respondents

Represented by: **Ms.Purnima Malik, Advocate for
Mr.Avi Singh, ASC for the State with
SI Sanjeet, PS Rajouri Garden**

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

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18.12.2018

CrI.M.A.No.50054/2018

Allowed subject to just exceptions.

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1. By this petition, the petitioners seek quashing of FIR No.565/2016 under Sections 420/120-B/34 IPC registered at PS Rajouri Garden, Delhi on the complaint of respondent No.2 and the proceedings pursuant thereto on the ground that the parties have settled the matter.

2. Learned proxy counsel for learned Additional Standing Counsel for the State on instructions submits that in the above noted FIR the two petitioners are the only accused who are husband and wife and the respondent No.2 the complainant/victim and respondent No.3, the other victim. She further states that the petitioner No.1 first entered into an

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agreement to sell with the respondent No.2 qua the Shop No.2 at Ground Floor in Property No.4/33 situated at Tihar No.1, Subhash Nagar whereafter she entered into second agreement to sell with the respondent No.3 Gulshan Singh.

3. Respondent Nos.2 and 3 who are present in Court and are identified by the Investigating Officer state that they have settled the matter with the petitioners vide memorandum of settlement dated 3rd December, 2018 copy whereof is annexed at pages 21 to 29 of the paper book. Respondent No.2 states that the agreement to sell arrived at between petitioner No.1 and himself now stands cancelled and in lieu thereof the petitioner No.1 is to pay a total amount of ₹25 lakhs out of which he has already received ₹20 lakhs and the balance amount of ₹5 lakhs has been received by him today in Court through Demand Draft No.178474 drawn on Punjab and Sindh Bank. He states that he has no claim whatsoever on the property being private Shop No.2, measuring 8' x 15', excluding roof rights,, a part of property No.4/33, situated at Tihar No.1, Subhash Nagar, New Delhi. He states that he does not want to pursue the abovementioned FIR and the proceedings pursuant thereto. Respondent No.3 states that he has also settled the matter with the petitioners out of court and has no claim whatsoever against the petitioners and also does not claim any right pursuant to the agreement to sell executed between him and petitioner No.1 on the property as mentioned above. He also does not wish to pursue the abovementioned FIR and the proceedings pursuant thereto and has signed the settlement arrived at between petitioner No.1 and respondent No.2 as a witness.

4. Petitioners who are present in Court and are identified by the learned counsel affirm the statement of respondent Nos.2 and 3 and undertake to abide by the terms of settlement arrived at between the parties
5. In view of the fact that the parties have amicably resolved their differences of their own free will, volition and without any coercion and no useful purpose will be served in continuance of the proceedings, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.
6. Consequently, FIR No.565/2016 under Sections 420/120-B/34 IPC registered at PS Rajouri Garden, Delhi and proceedings pursuant thereto are hereby quashed.
7. Parties have signed this order sheet in acknowledgment of their statements made before this Court.
8. Petition is disposed of. Order dasti.

MUKTA GUPTA, J.

DECEMBER 18, 2018

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