

In the High Court of Judicature at MadrasDated: **01.02.2019**

Coram:

The Hon'ble Mr.Justice **M.S.RAMESH****Contp.No.1353 of 2018**

Tecpro Systems Ltd.,
rep. by Authorised Signatory
Principal Officer Mr.S.Venugopalan,
Sipcot IT Park,
Siruseri, Chennai,
Tamil Nadu. ... Petitioner

Vs.

M.V.Lad,
The Inspector of Police,
Economic Offences Wing Unit-IX
(EOW Bombay),
C.P. Office Compound, III Floor,
New Police Commissioner Office Building,
Mumbai-400 001. ... Respondent

Prayer: Contempt Petition filed under Section 11 of the Contempt of Courts Act, 1971, to punish the Respondent herein for his act of deliberate, wilful and wanton disobedience of the order of this Court dated 08.12.2017 r/w. 17.01.2018 made in WMP.No.34880 of 2017 in WP.No.31735 of 2017.

For Petitioner	:	Mr.Nithyaesh Natraj
For Respondent	:	Mr.D.Raja, Additional Government Pleader
For Defacto complainant	:	Mr.Deenanath S.Kamath

ORDER

Heard Mr.Nithyaesh Natraj, learned counsel for the petitioner and Mr.D.Raja, learned Additional Government Pleader for the respondent as well as Mr.Deenanath S.Kamath, learned counsel appeared on behalf of the de-facto complainant. Mr.API.Pravin Bhagat, the Investigation Officer, Economic Offences Wing, Mumbai is personally present before this Court today.

2.Today, when the Contempt Petition was called, the learned counsel for the petitioner submitted that the dispute among the petitioner and the de-facto complainant has been amicably settled on the terms of the compromise entered between them dated 01.02.2019. The Joint Memorandum of Compromise/Settlement filed by defacto complainant and the first accused in FIR in Crime No.46 of 2017 on the file of Bombay EOW-IX Police, which is produced before this Court reads as follows:

"1.It is submitted that a Bombay Company namely Steamline Industries Ltd. ("Steamline") is the Defacto Complainant in the present commercial dispute in FIR in Crime No. 46 of 2017 and Ajay Kumar Bishnoi is the 1st Accused in the said FIR,

and thus both the parties herein are competent, necessary and a willing party, to report to this Hon'ble Court as regards the compromise settlement successfully arrived at out of court between the De facto Complainant and the Accused.

2.It is submitted that the background of the present crime was registered by the Bombay EOW with regard to certain commercial money dues owed to the Defacto Complainant Steamline in light of their business transaction with the accused in Chennai, as Steamline claimed that they had supplied goods and services in Chennai and payments were made from Chennai. But, in order to recover the balance payments from the Chennai company, Steamline initiated civil litigation in Delhi High Court and Criminal litigation before the Bombay EOW.

3.It is submitted that the commercial dispute in FIR in Crime No. 46 of 2017 has been mutually settled out of court by the Complainant Steamline Industries Ltd. and the accused persons Ajay Kumar Bishnoi and Amul Gabrani, and the same was reported to the Hon'ble Delhi High Court in the pending suit in C.S.(COMM.)123 of 2017 wherein the Defacto complainant, Steamline Industries Ltd. on the same cause of action had initiated civil recovery suit of commercial monies against the accused persons by arraying

them as Defendants therein. The Hon'ble Delhi High Court vide order dated 19.12.2018 has passed a compromise decree and by holding that the terms and conditions of the settlement are legal and valid and thereby decreeing the suit in terms of the settlement agreement. Further, the order also takes note of the submission made by the learned counsel for the Plaintiff/Steamline/Defacto complainant, regarding the closure of the other pending litigations. It is in light of these submissions that the Hon'ble Delhi High Court passed a specific decree in terms of the settlement agreement in order to enable parties to obtain closure.

4.It is further submitted that as the settlement took place before the Delhi High Court Mediation and Conciliation Centre, the Hon'ble Delhi High Court ordered refund of court fee to the Plaintiff.

5.It is submitted that a valid and lawful Settlement has taken place in an Amicable manner to the full satisfaction of all parties concerned, before the Delhi High Court Mediation Centre which led to the passing of compromise decree by the Delhi High Court dated 19.12.2018. There are no subsisting issues or grievances, No third party right involved, and even the allegation were not serious in nature as it

pertained to a Civil Commercial dispute which has been amicably resolved before a Civil forum.

6.It is submitted that in light of the above settlement of disputes, the complainant Steamline has written a letter dated 14.12.2018 to EOW asking them to close the FIR as they are withdrawing their complaint. Further the complainant has also given an affidavit dated 10.12.2018 and a letter of undertaking on a stamp paper dated 10.12.2018, clearly stating that they have settled the matter and that they want to close the FIR and that they do not wish to pursue the matter and therefore they have no objection for quashing the matter.

7.It is submitted that no useful purpose would be served by continuing the prosecution pursuant to the aforesaid FIR in Crime No.46/2017 as it would lead to meaningless, futile and pointless prosecution against the very basic canons of criminal justice and criminal due process.It would be in the interest of justice if the FIR is quashed and closed in light of the compromise between the Defacto complainant and the accused.

8.It is submitted that in light of the settlement of all disputes mentioned in the FIR, this Hon'ble Court has the inherent powers to

quash the FIR in the said Crime No. as per the Judgement laid down by the Hon'ble Supreme Court in NavinChandra Majithia v. State of Maharashtra (2000 7 SCC 640).

Therefore in light of the above, it is prayed that this Hon'ble Court may be pleased to exercise its inherent powers and Quash the FIR in Crime No. 46 of 2017 on the file of the EOW-IX Police, Mumbai, Maharashtra, and close the matter, by recording the Joint compromise/settlement mutually and voluntarily entered into between the Defacto complainant and the accused and thus render justice

LIST OF ANNEXURES

S.No	Date	Annexures
1.	10.12.2018	Annexure A- Copy of Sworn Affidavit of withdrawal of FIR in Crime No.46/2017 given by Defacto complainant
2.	10.12.2018	Annexure B- Copy of Letter of Undertaking to withdraw FIR in Crime No.46/2016 given by Defacto Complainant
3.	14.12.2018	Annexure C- Copy of Letter of withdrawal of FIR in Crime No.46 of 2017 sent by Defacto Complainant to Bombay EOW
4.	19.12.2018	Annexure D- Copy of Delhi High Court Order

3.By a letter dated 14.12.2018, the de-facto complainant had requested the Enforcement Offences Wing, Mumbai, to close the FIR and a copy of the letter is produced before this Court. Since the parties have resolved their disputes amicably among themselves and the de-facto complainant has expressed his willingness to have the FIR closed, it would be appropriate to close the FIR in terms of the Joint Memorandum of Compromise dated 01.02.2019.

4.Recording the terms of the Memorandum of Compromise extracted above, the FIR in Crime No.46 of 2017 on the file of the respondent herein, is hereby quashed. Consequently, the Contempt Petition stands closed. No costs.

SD/-

ASSISTANT REGISTRAR (COMM.CASES)

dp

//Certified to be true copy//

Dated at Madras this the day of 2019.

COURT OFFICER (O.S.)

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PS/22/02/2019

To

The Inspector of Police,
Economic Offences Wing Unit-IX
(EOW Bombay),
C.P. Office Compound, III Floor,
New Police Commissioner Office Building,
Mumbai-400 001.



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