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

\+ CRL.M.C. 910/2018 & CRL.M.A. 3364/2018

GURCHARAN LAL SADANA ..... Petitioner
Through : Mr. Asim Naeem, Adv.

versus

THE STATE GOVT OF NCT OF DELHI & ANR... Respondents
Through : Ms. Manjeet Arya, APP for the State.
Mr. Manoj Taneja, Adv. for R-2/ complainant with Mr. Rajan Kohli, AR of complainant.

CORAM:
HON'BLE MR. JUSTICE A.K. PATHAK

O R D E R

% **04.02.2019**

By this petition filed under Section 482 Cr.P.C., petitioner has prayed that the FIR No.170/2008 under Sections 420/467/471/120-B IPC registered at police station Economic Offence Wing may be quashed in view of the compromise having been arrived between the petitioner and respondent no.2 vide agreement dated 7th May, 2010 (Annexure P-2).

Learned counsel for respondent no.2 has opposed this petition. It is submitted that petitioner has failed to comply with the terms and conditions as stipulated in the agreement inspite of lapse of nine years having passed from the date of settlement. Learned counsel further submits that petitioner

had earlier filed Crl.M.C. No.1426/2013 for quashing of FIR on the ground of settlement vide the aforesaid agreement but withdrew the same after arguing for some time. He was however granted liberty to file a fresh petition, if required.

It is submitted that the above mentioned petition was withdrawn since Clause 1.1(f) of Compromise Deed had remained non-complied. Petitioner has yet to clear ₹1.09 crore along with interest for the delayed payment. Since the amount is still payable no cause has arisen in favour of petitioner to file another petition for quashing the FIR on the basis of aforesaid settlement, moreso when earlier petition was withdrawn after advancing arguments for some time.

According to the petitioner, the said clause is not to be complied with for the purposes of quashing of the FIR, in view of clause 2(iii) of the Annexure P-2.

A perusal of various orders passed by the trial court, placed on record by learned counsel for respondent no.2 makes it clear that clause 1(i)(f) remained un-complied. A perusal of order dated 3rd January, 2013, whereby the Trial Court has taken cognizance of charge sheet, makes it clear that petitioner was directed to ensure compliance of clause 1.1.(f) within six

months of the said order.

The said clause has yet not been complied with and ₹1.09 crore still remains due and payable by the petitioner to respondent no.2. Accordingly, I do not find any justification to quash the FIR No.170/2008 on the ground of settlement. If such a course is adopted and the FIR is quashed, without petitioner fulfilling all the terms and conditions as stipulated in the agreement, it will simply promote dishonesty.

Petition is dismissed. Miscellaneous application is disposed of as infructuous.

A.K. PATHAK, J

FEBRUARY 04, 2019
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