

via Video-conferencing

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

+ W.P. (CRL.) 1182/2020 & CRL. M.A. No. 10456/2020

MS. DIVYA SETHI & ORS.

.....Petitioners

Through : Mr. Ramesh Gupta, Senior
Advocate with Mr. Sanjeev
Nasiar, Advocate.
Petitioners Nos. 1, 2 and 3 in-
person.

versus

THE STATE & ANR.

..... Respondents

Through : Ms. Richa Kapoor, ASC for
State.
Mr. Vishal Soni, Advocate for
respondent No. 2.
Mr.Parveen Garg/R2 in-person.
Mr. Satish Gupta in-person.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

% **05.08.2020**

CRL. M.A. 10456/2020 (for exemption)

Exemption granted, subject to just exceptions.

Application stands disposed of.

W.P. (CRL.) No. 1182/2020

The petitioners, who run a travel agency under the name and style of M/s Ayaan Travels in Rohini, Delhi, and had received a sum of Rs.2,80,000/- by cheque and Rs.98,000/- in cash, towards booking of airline tickets and hotels vouchers for a group of travelers, being the family members of respondent No. 2/Parveen Garg and his friend

Satish Gupta, seek quashing of FIR No. 461/2020 dated 26.06.2020 registered under section 420 IPC at PS : Keshav Puram, Delhi.

2. Mr. Ramesh Gupta, learned senior counsel appearing for the petitioners submits that on the eve of the travel, it transpired that Parveen Garg was informed by the petitioners that their travel bookings were cancelled; whereupon, on Parveen Garg's request, the petitioners refunded the amount received by way of Rs. 98,000/- in cash and Rs.2,80,000/- by way of 04 post-dated cheques, consequent to which Parveen Garg withdrew a complaint dated 22.07.2019 that he had made to the police at that stage.

3. It turned-out however that the post-dated cheques issued were dishonoured on presentment, which led to Parveen Garg filing a complaint based upon which FIR No. 461/2020 dated 26.06.2020 was registered.

4. By way of present petition, the petitioners seek quashing of the FIR and all proceedings arising therefrom, based upon a compromise deed dated 20.07.2020 executed between the petitioners and Parveen Garg.

5. The compromise deed recites that of the balance sum of Rs.2,80,000/-, Rs.1,40,000/- was repaid by way of a demand draft dated 20.07.2020 which was handed-over at the time of signing the compromise deed; and the balance of Rs.1,40,000/- is being paid at the stage of quashing of the FIR before the court.

6. A copy of the compromise deed is annexed with the petition. Also annexed with the petition are proofs of identity of the petitioners by way of photocopies of their Aadhaar cards. The petition is also

supported by an affidavit of the complainant Parveen Garg along with proof of identity by way of a photocopy of his Aadhaar card. Parveen Garg has also filed an affidavit in support of the petition, confirming what is recorded above.

7. Mr. Ramesh Gupta, learned senior counsel for the petitioners, on instructions of Mr. Sanjeev Nasiar, learned counsel states that the parties have amicably settled the matter, which alleged offences only under sections 420 IPC and the FIR may be quashed to end the dispute and ensure harmony between the parties.

8. Issue notice.

9. Ms. Richa Kapoor, learned Additional Standing Counsel appears for the State on advance copy; and accepts notice.

10. Ms. Kapoor submits that the State has no objection to the FIR being quashed, except that another person, by name Satish Gupta, was also part of the transaction since he had also purchased air tickets and hotel vouchers from the petitioners against the same payment.

11. Petitioners Nos. 1, 2 and 3 : Divya Sethi, Vishal Vijayan and Abhishek Sethi have joined the video-conference hearing and have been identified by Mr. Nasiar. Respondent No. 2/Parveen Garg is also present alongwith Satish Gupta through video-conferencing, both of whom have been identified by Mr. Vishal Soni, learned counsel for respondent No.2.

12. The court has interacted with the petitioners as well as with respondent No. 2/Parveen Garg; and in particular with Satish Gupta, who is also present. Mr. Gupta has stated that he had made the bookings through his friend, Parveen Garg; and has received his share

of the money refunded by the petitioners; and has no objection if the FIR is quashed.

13. Mr. Garg has further confirmed that the balance sum of Rs.1,40,000/- has also been received today by way of a demand draft, which is now in his possession.

14. Mr. Ramesh Gupta, learned senior counsel points-out that one of the aspects of the compromise deed is that the complainant will withdraw the pending complaints under section 138 of the Negotiable Instruments Act 1881 within 07 days of quashing of the FIR, after receiving the entire sum of Rs.2,80,000/-.

15. Mr. Garg undertakes that steps for withdrawal will be taken as per the compromise deed.

16. Accordingly, considering the nature of the offences alleged and the fact that parties have amicably settled and compromised the matter, this court sees no reason why the FIR in question should not be quashed.

17. Accordingly, FIR No. 461/2020 dated 26.06.2020 registered under section 420 IPC at PS : Keshav Puram, Delhi and all proceedings emanating therefrom, are hereby quashed.

18. The writ petition stands disposed of in the above terms.

19. Pending applications, if any, also stand disposed of.

ANUP JAIRAM BHAMBHANI, J.

AUGUST 05, 2020

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