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

+ W.P.(CRL) 1245/2020, CRL.M.As. 11067/2020 & 11068/2020

MRS SHIKHA AGGARWAL & ANR.

..... Petitioners

Through: Mr. Lalit Gupta and Mr. Siddharth
Arora, Advs. with petitioners in
person.

versus

GOVT OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Rahul Mehra, Standing Counsel
(Crl.) with Mr. Chaitanya Gosain,
Adv. with SI Laxman, PS-Fatehpur
Berli.
Mr. Saurabh Soni, Adv. for R2.

CORAM:

HON'BLE MR. JUSTICE V. KAMESWAR RAO

ORDER

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17.08.2020

This matter is being heard through video-conferencing.

CRL.M.A. 11068/2020 (for exemption)

Exemption allowed subject to all just exceptions.

Application stands disposed of.

W.P.(CRL) 1245/2020

1. The present petition has been filed by the petitioners with the following prayers:

“In the aforesaid circumstances, it is most respectfully prayed that this Hon’ble Court may be graciously pleased to:

(a) Pass an appropriate order thereby quashing FIR bearing No. 0183/ 2018, dated 28.05.2018, registered under Sections

420/120B of Indian Penal Code, 1860, with Police Station Fatehpur Beri, District South-Delhi, New Delhi, and all further proceedings emanating from the said FIR bearing No. 0183/2018; and

(b) Pass any other and further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.

2. The petition is supported by the affidavits of the petitioners, namely, Mrs. Shikha Aggarwal and Mr. Deepak Aggarwal and also respondent no.2 namely Mr. Deepak Gupta.”

3. It is the case of the petitioners as well as the respondent no.2 that an FIR bearing no. 0183/2018 under Section 420/120B of Indian Penal Code, 1860 was registered against the petitioners with Police Station Fatehpur Beri upon a complaint lodged by respondent no.2 with regard to a deal for purchasing an immovable property for an amount of Rs.23 Lacs. It is noted that the sale deed with regard to the said property could not be executed. This resulted in the respondent no.2 Deepak Gupta filing a Civil Suit for recovery of money bearing Civil Suit No. 513/2018 titled as Deepak Gupta v. Shikha Aggarwal. The said Suit was decreed by the concerned ADJ on September 11, 2019 in favour of the respondent no.2. Subsequent to the filing of the aforesaid FIR, it transpired that the petitioner no.1 had applied for grant of anticipatory bail before the learned Court of Additional Sessions Judge, South District, Saket Courts, New Delhi being Bail Application No. 1842/2019. During the pendency of the Bail Application, the learned Judge has referred the parties for mediation under the aegis of the Delhi High Court Mediation and Conciliation Centre. On the first attempt the mediation process remained unsuccessful. On December 18, 2019, the parties were

again relegated to the Mediation Process by the Learned Sessions Judge. During the process of mediation, the petitioners as well as the respondent no.2 have arrived at an amicable solution resolving all the disputes and differences which are the subject matter of FIR No. 0183/2018 and also with regard to Suit being Civil Suit No. 513/2018. The terms of compromise / settlement entered before the Delhi High Court Mediation and Conciliation Centre dated December 20, 2019 has been filed on record by the petitioners. The relevant part of the settlement entered between the parties is reproduced as under:

“The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement Agreement in the presence of the Mediator.

1. The following settlement has been arrived at between the parties hereto: _

1. The First Party comprising of Mrs. Shikha Aggarwal and her husband namely Mr. Deepak Aggarwal shall, jointly or severally, pay a consolidated total amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) to the Second Party herein namely Mr. Deepak Gupta, being the Complainant in FIR No. 0183/2018 and being the Plaintiff in Civil Suit No. 513/2018, in complete satisfaction of all claims of every nature made by the Complainant/ Second Party which are the subject matter of above referred FIR No. 0183/2018 and also the referred Civil Suit No. 513/2018.

2. The total consolidated settlement amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) shall be paid by the First Party to the Second Party in the following manner:- '

(a) Rs.10,00,000/- by way of Cheque, payable before the Ld. ASJ seized of Bail Application No. 1842/2019 on 23.12.2019.

(b) Rs.15,00,000/- by way of DD/Pay Order, on or before 31.03.2020, subject to quashing of FIR No. 0183/2018 payable before the Hon'ble High Court of Delhi.

3. The First Party shall pay a sum of Rs.10,00,000/-(Rupees Ten Lakhs Only) by way of Account Payee Cheque No. 262038, dated

23.12.2019, drawn on Yes Bank Ltd., Janakpuri New Delhi branch, in favour of the Second Party before the Court of Ms. Sunena Sharma, Ld. ASJ-O3, South District, Saket Courts, New Delhi on 23.12.2019 or when the above referred Bail Application No. 1842/2019 would be next listed before the concerned Court. Subject to receipt of this amount of Rs.10,00,000/-(Rupees Ten Lakhs Only), the Second Party herein being the Complainant would give No-Objection for grant of Anticipatory Bail to Mrs. Shikha Aggarwal so that Bail Application No. 1842/2019 can be finally disposed of as allowed. In case, there is an apprehension of arrest of Co-Accused namely Mr. Deepak Aggarwal and as such the said Mr. Deepak Aggarwal also applies for grant of Anticipatory Bail in above referred FIR No. 0183/2018, the Second Party herein shall give No-Objection for grant of Anticipatory Bail to Mr. Deepak Aggarwal in this FIR No. 0183/2018 so that Anticipatory Bail can be finally granted to Mr. Deepak Aggarwal also.

4. That the First Party herein would apply for quashing of above referred FIR No. 0183/2018 dated 28.05.2018, under Sections 420/120B IPC, registered at Police Station Fatehpur Beri, District South-Delhi, New Delhi, on or before 15.01.2020 and the Second Party herein would extend all co-operation for quashing of this FIR No. 0183/2018 dated 28.05.2018, under Sections 420/120B IPC, registered at Police Station Fatehpur Beri, District South - Delhi, New Delhi by execution of requisite No-Objection/Affidavit, making appropriate statements before the concerned Court by appearing in person, as and when required in this regard. The requisite No-Objection/ Affidavit to be filed along with the quashing petition to be filed before the Hon'ble High Court of Delhi would be provided by the Second Party.

5. That the First Party undertakes that this Cheque No. 262038 would be duly honoured upon its presentation and in case the said Cheque is dishonoured due to any reason whatsoever, the first installment amount of Rs.10,00,000/-(Rupees Ten Lakhs Only) shall be transferred by way of RTGS/ NEFT/DD/PO by the First Party to the Second Party on the same day.

6. That the balance amount of Rs.15,00,000/-(Rupees Fifteen Lakhs Only) shall be paid by the First Party to the Second Party before the Hon'ble High Court of Delhi at the time of quashing of

above referred FIR No. 0183/2018 dated 28.05.2018, under Sections 420/120B IPC, registered at Police Station Fatehpur Beri, District South-Delhi, New Delhi.

7. That upon receipt of the total consolidated settlement amount of Rs.25,00,000/-(Rupees Twenty Five Lakhs Only) by the Second Party from the First Party, the above referred final Order/ Judgment/ Decree dated 11.09.2019 passed by the Court of Sh. Balwant Rai Bansal, Ld. ADJ-05, District South-West, Dwarka Courts, New Delhi in Civil Suit No. 513/2018, shall stand fully satisfied to the complete satisfaction of the Second Party herein being the Plaintiff in the said Civil Suit No. 513/2018 and therefore, upon such receipt of the total consolidated settlement amount of Rs.25,00,000/-(Rupees Twenty Five Lakhs Only) by the Second Party from the First Party, the Second Party undertakes not to file any separate proceedings for execution of final Order/ Judgment/ Decree dated 11.09.2019 passed by the Court of Sh. Balwant Rai Bansal, Ld. ADJ-05, District South-West, Dwarka Courts, New Delhi in Civil Suit No. 513/2018. The Second Party shall file an appropriate application before the concerned Court which was previously seized of Civil Suit No. 513/2018, within ten (10) days of receipt of the total consolidated settlement amount of Rs.25,00,000/-(Rupees Twenty Five Lakhs Only), thereby putting on record of the said Court the factum of the complete satisfaction of the final Order/ Judgment/ Decree dated 11.09.2019 passed by the Court of Sh. Balwant Rai Bansal, Ld..ADJ-05, District South-West, Dwarka Courts, New Delhi in Civil Suit No. 513/2018, under due intimation to the First Party.

8. The terms have been settled between the above referred parties of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the Settlement Agreement has correctly recorded the said terms.

9. All the parties undertake that they shall abide by and be bound by the agreed terms / stipulations of the Settlement Agreement.

By signing this Agreement, the parties hereto state that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Parties hereto through the process of mediation.”

4. The petitioners as well as the respondent no.2 are present before the Court today through Video Conferencing and they have been identified by SI Laxman, PS-Fatehpur Beri. Mr. Rahul Mehra, learned Standing Counsel (Crl.) submits that it is an inter-se dispute between the petitioners and respondent no.2 who are related to each other and have since settled their disputes finally through mediation settlement dated December 20, 2019.

5. Mr. Lalit Gupta, learned counsel appearing for the petitioners states, in terms of settlement an amount of Rs.25 Lacs have to be paid by the petitioners to the respondent no.2. He states, initially an amount of Rs.10 Lacs has been paid to the respondent no.2 before the Court of Additional Sessions Judge. In this regard, he has drawn my attention to Page 85 of the paper book, which is an order passed by the Additional Sessions Judge on the Bail Application 1842/2019 wherein the Court has noted the fact that the applicant therein, Smt. Shikha Aggarwal handed over a cheque of Rs. 10 Lac vide Cheque No. 262038 dated December 23, 2019. In fact, Mr. Saurabh Soni, learned counsel for respondent no.2 as well as Mr. Deepak Gupta, respondent no.2 who are present today in the Court have also acknowledged this fact. Mr. Lalit Gupta has also drawn my attention to Paragraph 12 of the petition wherein it is stated that petitioners had handed over original Cheque No. 068349 for the balance amount of Rs.15 Lac drawn from the account of the sister of petitioner no.1 to Mr. Amit Saxena, Advocate, (which is in discharge of petitioner no.1 liability in terms of the settlement agreement) with clear understanding that in case the present petition is allowed, the Cheque No. 068349 would be taken by Respondent

No. 2, i.e. Mr. Deepak Gupta and in case, for any reason, the quashing petition is not allowed, the said Cheque be taken back by the Petitioners. Mr. Soni on instructions from Mr. Gupta has also acknowledged the aforesaid procedure evolved by the parties with regard to payment of balance amount of Rs. 15 Lacs. The aforesaid facts clearly reveals that the subject matter of the FIR as well as the Civil Suit is an inter-se dispute between the petitioners and the respondent no.2 which is primarily of civil character and as they have amicably settled their inter-se dispute this Court is of the view that the FIR no. 0183/2018 registered under Section 420/120B of the IPC 1860 with the Police Station Fatehpur Beri, District South, New Delhi with all proceedings emanating therefrom needs to be quashed. It is ordered accordingly.

6. It is made clear that the quashing of the petition is subject to the realization of the amount of Rs.15 Lacs paid by the petitioners to respondent no. 2 vide cheque No. 068349.

The petition stands disposed of.

CRL.M.A. 11067/2020

Dismissed as infructuous.

V. KAMESWAR RAO, J

AUGUST 17, 2020/jg