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

Date of decision: March 10, 2021

+ CRL.M.C. 825/2021 & Crl.M.A. 4068-69/2021

SANJEEV SRIVASTAVA Petitioner
Through: Mr. Sudhir Nandrajog, Senior
Advocate with Mr. Keshav
Mohan, Advocates

Versus

STATE OF NCT OF DELHI AND ANR & ANR.
Respondents
Through: Mr. Panna Lal Sharma,
Additional Public Prosecutor
for respondent No.1/State
with SI Mohinder
Respondent No.2 in person

CORAM:
HON'BLE MR. JUSTICE SURESH KUMAR KAIT

JUDGMENT (ORAL)

The hearing has been conducted through video conferencing.

1. Vide the present petition, petitioner is seeking quashing of FIR No. 390/2019, registered at police station Vikas Puri, New Delhi and all other proceedings arising therefrom.
2. Notice issued.

3. Mr. Panna Lal Sharma, learned Additional Public Prosecutor for State accepts notice and submits that respondent No.2 is present through video conferencing and he has been identified as the complainant of FIR in question by the Investigating Officer of this case, who is also present through video conferencing.

4. With the consent of the parties, the present petition is taken up for final hearing.

5. The FIR in question pertains to a dispute between petitioner and respondent over an Agreement to purchase a flat in one of the group housing projects of Assotech Limited namely The Nest, Crossing Republik, Ghaziabad, UP under the buyback scheme. However, due to financial crisis and slump in the real estate sector, the project could not be completed and Assotech Limited went into liquidation proceedings under orders of this Court. Since the cheques handed over to the respondent under the buyback scheme got dishonoured on presentation, he filed a complaint under Section 138 of Negotiable Instruments Act, 1881 before the court of learned Metropolitan Magistrate. During that time, parties entered into a Settlement Agreement dated 02.11.2019, where-under petitioner

herein undertook to pay a sum of Rs.25,00,000/- to the respondent. However, due to unforeseen reasons, petitioner could not pay the amount of Rs.7,50,000/- and parties again entered into a settlement vide Settlement Deed dated 11.02.2021.

6. The parties, present through video conferencing, have affirmed that the contents of Settlement Agreement dated 02.11.2019 and Settlement Deed dated 11.02.2021 have been complied with.

7. Learned counsel for parties point out that the factum of settlement has already been recorded by the learned Metropolitan Magistrate in the order dated 23.02.2021 and petitioner has been acquitted of the offences in FIR No. 390/2019.

8. Keeping in view that the dispute between the parties has been amicably resolved, this Court is inclined to quash the FIR in question, as no useful purpose would be served in continuing with the proceedings arising out of the present FIR.

9. For the reasons afore noted, FIR No. 390/2019, registered at police station Vikas Puri, New and consequent proceedings emanating therefrom are hereby quashed.

10. The petition is accordingly allowed and disposed of.

11. Pending applications also stand disposed of.

(SURESH KUMAR KAIT)
JUDGE

March 10, 2021

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