



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

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Reserved on: December 14, 2021

Decided on: July 04, 2022

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CRL.M.C. 1203/2021

AMIT GUPTA

..... Petitioner

Represented by: Mr. Prabhjit Jauhar, Adv. with
petitioner thru VC.

versus

STATE & ANR.

..... Respondent

Represented by: Mr. G.M. Farooqui, APP for State
with SI Mahipal Singh, P.S. Hauz
Khas.
Mr. Tushar Jarwal, Mr. Anurag Soan,
Advts. for R-2 with R-2/ Anish
through VC.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

CRL.M.C. 1203/2021

1. By this petition, the petitioner seeks quashing of FIR No. 326/2018 under Sections 420/406/34 IPC registered at P.S. Hauz Khas on the complaint of the respondent No. 2 on the ground that the parties had settled their disputes vide the MoU dated 8th September 2019. According to the petitioner, he has complied with the terms of settlement arrived at between the parties and statement of the respondent No. 2 through his father was also recorded before the learned Additional District Judge, South District, Saket Courts on 27th January 2020 in Suit No. 700/2018 filed by the respondent No. 2 titled 'Anish Goel Vs. Amit Gupta' and based on the settlement, the petitioner withdrew a company petition filed by him on 21st October 2019,



however, now the respondent No. 2 is not co-operating and coming forward to quash the FIR in question. The petitioner having complied with all his obligations as envisaged under the MoU dated 8th September 2019, the respondent No. 2 on one pretext or the other, cannot deny, no objection affidavit for the quashing of the above-noted FIR.

2. As per the case of the petitioner, the petitioner and the respondent No. 2 were known to each other for the last several years. However, disputes arose between them in respect of Plot No. 95, Dona Paula Village Taleigao, Goa and shareholding of M/s. Skyscraper Buildcon Pvt. Ltd. Pursuant to the dispute, respondent No. 2 filed a Civil Suit No. 700/2018 titled as ‘Anish Goel Vs. Amit Gupta’ before the learned Additional District Judge for recovery of money as also lodged the above-noted FIR at P.S. Hauz Khas in respect of Plot No. 95, Dona Paula Village, Taleigao, Goa. The petitioner filed a company petition being Company Petition No. 05/241-241/PB/2019 titled ‘Amit Gupta Vs. M/s. Skyscraper Buildcon Pvt. Ltd. & Ors.’ against the respondent No. 2 in respect of the shareholding before the Hon’ble NCLT. Petitioner also filed a criminal complaint against the respondent No. 2 at P.S. Defence Colony which was thereafter transferred to Economic Offences Wing and was pending preliminary enquiry. With the intervention of the parents of both the sides and common friends, a settlement was arrived between the parties vide MoU dated 8th September 2019, copy whereof is annexed as Annexure P-2 to the present petition.

3. The agreement/MoU dated 8th September 2019 (Annexure P-2) executed between the parties reads as under:-

“1. That as the result of aforesaid negotiations First Party agrees to pay a total amount of ₹1,25,00,000/- (One Crore Twenty Five Lacs Only) to the Second Party. The part payment of ₹50,00,000/- (Fifty Lacs Only) out of the aforesaid total



amount has already been made as under:-

- (a) ₹25,00,000/- (Twenty Five Lacs Only) by cheque/RTGS/UTR no.ALLA201809045010408632 dated 04.09.2019 drawn on Allahabad Bank, branch by Sh.Satish Chand Gupta on behalf of First party.*
 - (b) ₹25,00,000/- (Twenty Five Lacs only) by way of two transfers of ₹10,00,000/- and ₹15,00,000/- respectively, both from Kotak Mahindra Bank A/C of First party to A/c of Second Party by cheque no.000851 & 000852, dated 06.09.2019 and 07.09.2019 respectively.*
 - (c) Remaining amount of ₹75,00,000/- (Seventy Five Lacs Only) vide three post dated cheques for amount ₹25,00,000/- (Twenty Five Lacs Only) each bearing Nos.000780, 000778 and 000779 dated 07.10.2019, 07.01.2020 and 22.01.2020 respectively all Drawn on Kotak Mahindra Bank, Malviya Nagar branch, New Delhi.*
- 2. It is also agreed by and between the parties that Second Party shall withdraw the complaint made by it to police. The Second Party undertakes to do all such things and acts such as withdrawing complaining, appear in person, file affidavits, applications, give statement etc. Which are required in order to get the said FIR No.326/2018 U/s 420/406/34 IPC, P.S. Hauz Khas, New Delhi against the First Party quashed from the Hon'ble High Court of Delhi and in the alternative compounded from the concerned Court of competent jurisdiction at the earliest.*
 - 3. It is also agreed by and between the parties that the Second Party shall also help in securing Bail for the First Party in the aforesaid FIR No.326/2018 U/s 420/406/34 IPC, P.S. Hauz Khas, New Delhi. The Second Party further undertakes to do all such things and acts such as appear in person, file affidavits, applications, give statement etc. Which are required in order to get the bail secured for the First Party immediately.*
 - 4. That the First party, his wife or any of his family members have no claim against the Second Party, his wife, mother or any of the company as referred to by the First Party in his written statement. The Second Party has not asked for investment from*



the First Party or his wife in the companies M/s Shree Yogmaya Traders, M/s Prudence Management Services, M/s Prudence Investments, M/s NPPO IT Services Pvt. Ltd. The Second Party is not running any business other than his professional activities. The First Party shall not press his defence or claim set out in the written statement. The First Party or his wife shall have no claim against the companies referred by the First Party in the written statement and assures neither the First Party nor his wife nor any of his family members directly or indirectly shall make any claim against the second party, his wife, mother, Umesh Goel and company referred to in the written statement. All claims, if any, stand settled under the present settlement. No amount was advanced by the First Party in the sum of ₹1,05,00,000/- and no transfer was made in M/S Prudence Management Services. No investment was made in any form as claimed in the written statement. No claim will be made by the First Party, his family against the Second Party in view of plea raised in the written statement directly or indirectly by the First Party.

- 5. That the First Party assures the Second Party that the cheques issued by the First Party in favour of the Second party in the terms of the compromise shall be honoured on presentation and the First Party shall ensure that the Second Party shall receive the payment on presentation. The Second Party on the assurance and representation of the First Party that the compromise/settlement shall be carried out in the terms agreed and on the said assurance, the Second Party has agreed to leave his claim on account of interest payable by the First Party to the Second Party.*
- 6. It is agreed by and between the parties that upon completion of entire payment the present Compromise/Settlement/MOU shall filed before the court of Ms. Vineeta Goyal ADJ, Saket Courts in Civil Suit No.700/2018 titled as “Anish Goel Vs. Amit Gupta” and both parties shall pray for passing a compromise decree in view of this Compromise/Settlement/MOU, however, subject to approval and prerogative of Court n passing the same. In the event the said Civil Court declines to pass a Compromise decree, the Second Party shall withdraw the Civil Suit No.700/2018 titled as “Anish Goel vs. Amit Gupta” against the First Party, unconditionally and without any*



reservations but however, subject to terms and conditions of this Compromise/Settlement/MOU.

- 7. That it is further agreed by and between the parties that the shareholding in M/s Skyscraper Buildcom Private Limited which is a company registered under Indian companies Act shall be 50% each between First Party and Second Party. The said company is having total 1,35,000= shares out of which First Party now is having 10,000= shares rest of shares are held by Second Party and his wife. Thus 57500= shares shall be transferred by Second Party (or his wife) to First Party to make a total of 67500= shares of First Party, remaining 67500= share shall be second Party making it 50% each of total shareholding of the company. Further, First party shall not claim any previous dues in respect of shares from Second Party. That no separate consideration of any shares transferred as per this Compromise/Settlement/MOU shall be paid by any of the parties which is included in the settlement amount of this compromise/Settlement/MOU. Further at present there are three directors of the said company i.e. First Party, Second party and Smt. Rashi Bhatia (wife of Second Party). It is agreed by and between the parties that either Second Party or his wife Mrs. Rashi Bhatia shall resign from the directorship of the said company thereby making the number of directors as two i.ee First Party and either of the remaining two present directors. Needless to say that in case Smt.Rashi Bhatia does not resign then Second Party shall resign from directorship of the said company.*
- 8. That it is further agreed by and between the parties that First Party shall withdraw the company petition No.05/241-241/PB/2019 titled as "Amit Gupta vs. M/s Skyscraper Buildcon Private Limited & Ors." Against the Second Party, which is now pending before National Company Law Tribunal (NCLT), unconditionally and without any reservations.*
- 9. It is also agreed by and between the parties that First Party shall withdraw the complaint made by it to police which is now with EOW. The First Party undertakes to do all such things such as withdrawing complaint, appear in person, file applications, give statement etc. Which are required in order to get the said complaint withdrawn against the Second Party.*



10.It is also further agreed by and between the parties that with this Compromise/Settlement/MOU and full and final payment of ₹1,25,00,000/- (One Crore Twenty Five Lacs Only) by First Party to the second Party all the claims of both the parties in respect of the issues as mentioned above, as well as otherwise are satisfied and none of the parties shall file any other case/claim/criminal complaint against each other in this respect.

11.This Compromise/Settlement/MOU shall be binding on the respective parties as well as their legal heirs.

12.This Compromise/Settlement/MOU is made voluntarily by the parties without any pressure, force, coercion from any corner.”

4. Based on the settlement, it is not disputed that the respondent No. 2 has received the balance payment of ₹75 lakhs and pursuant to the settlement, the petitioner who had filed a complaint at P.S. Defence Colony which was transferred to EOW, withdrew his complaint. In terms of the settlement, the petitioner also withdrew the company petition filed by him being Company Petition No. 05/241-241/PB/2019 titled ‘Amit Gupta Vs. M/s. Skyscraper Buildcon Pvt. Ltd. & Ors.’ against the respondent No. 2 before the Hon’ble NCLT and the Hon’ble NCLT thus, dismissed the said petition vide order dated 21st October 2019 in terms of the settlement dated 8th September 2019. The said order was passed in the presence of the learned counsel for the respondent No. 2. Pursuant to the settlement dated 8th September 2019, statement of the father of the respondent No. 2 on his behalf was also recorded on 27th January 2020 before the learned Additional District Judge, South District, Saket Court that the respondent No. 2 had amicably settled all his disputes with the petitioner and thus, nothing remained in the suit. Further, the respondent No. 2 also appeared before the said Court and submitted that he had received the entire payment. The respondent No. 2 also appeared before the Court and countersigned the



statement got recorded by him through his father as is evident from Annexure A-5 filed with the petition. Thus, all the disputes having been settled, the respondent No. 2 was not coming forward for making his statement before this Court.

5. In the above-noted FIR, the respondent No. 2 stated that he was a Chartered Accountant and was maintaining good relations with the petitioner. Both the families shared cordial relationship for the last fifty years. It is alleged that in July 2015, petitioner came to the residence of the respondent No. 2 and represented that he was the absolute and exclusive owner of the house property being Plot No. 95, known as Vainguinim Valley/Machados Valley at Dona Paula, Village Talegio, Goa (in short, the property) and induced the complainant to purchase the said property. The petitioner allegedly represented that the property was located in prime locality of Goa and would earn huge profits. When the respondent No. 2 was not inclined to purchase the property, the petitioner suggested that an notorized MoU will be executed between the petitioner and the respondent No. 2 and the same shall contain a clause whereby the sale deed pertaining to the property would be executed within a period of two years and in case, the price of the property escalates, property could be sold by him directly. Thus, on the inducement of the petitioner, the respondent No.2 agreed to purchase the property and the sale consideration was fixed at ₹1,70,00,000/-. As the petitioner was in dire need of money, the respondent No. 2 paid ₹1,65,00,000/- vide cheques to the petitioner who executed receipt-cum-kachha agreement in relation to the aforesaid payments and undertook to execute sale deed within two years and that a formal MoU/Agreement would be entered within a couple of months. Petitioner also insisted for balance payment of ₹5 lakhs and thus, the respondent No. 2



paid the balance payment also. The MoU in this regard was executed on 17th November 2015. At the time of execution of MoU, the respondent No. 2 asked the petitioner to bring the original documents of the property but the petitioner instead of bringing the documents informed the respondent No. 2 that the original documents have been misplaced. He further handed over a copy of FIR, whereby, he informed the Delhi Police regarding misplacement of original documents of the property. In December 2015, petitioner approached the complainant and stated that he knows a NRI buyer who is willing to purchase the property for a sum of ₹2.5 Crores. He again induced the complainant to sell the property and said that he would negotiate with the prospective buyer on behalf of the complainant as the petitioner had various projects running in Goa and it would be difficult for the complainant to repeatedly come from Delhi to finalize the deal. The complainant thus consented for the same. When the complainant thereafter contacted the petitioner, he stated that only if the MoU could be cancelled, that he could enter into a deal with another person. Since the parties were in a family relationship, the complainant followed his advice and eventually, got the MoU and receipt-cum-kachha agreement etc. cancelled by way of an endorsement in relation to the property as he could show the same to the prospective buyer. However, as time passed, the petitioner failed to reveal the status of the property and the complainant became apprehensive about his investment. Since the complainant wanted to safeguard his interest, he asked the petitioner to enter into a MoU again. Though the petitioner was initially not inclined for the same but on the persistence of the complainant, MoU was executed between the two on 15th February 2016 at residence of the complainant. At the time of execution of MoU, complainant noted that the stamp paper on which MoU was prepared was back dated i.e. dated 24th



August 2015 and when the complainant raised objection to the same, petitioner replied that he was unable to go to Goa to purchase new stamp paper, therefore, he had brought the stamp paper which he had purchased at the time of initial payment. After the execution of the MoU, petitioner informed that the prospective purchaser had backtracked and the deal could not be finalized. When the complainant asked the petitioner to get the MoU notarized in Goa, he refused to do the same and stated that he will execute the sale deed. It was agreed that the sale deed would be executed on 20th October 2017. When the complainant asked the petitioner to get the certified copies of the documents of the property, the petitioner kept postponing the date of execution of the sale deed. To make enquiries, the complainant went to Goa on 10th January 2018 and found that the petitioner had already sold the property to one Ms.Geeta Pahwa vide sale deed dated 21st December 2015.

6. Pursuant to the registration of FIR, investigation was carried out. Petitioner joined the investigation and stated that *“money shown in the MOU for the property was rotated by Anish Goel and the money was owned to him by Anish Goel as an equal took a friendly loan from him in November, 2014 and Anish Goel gave a sum of rupees 60 lakh till April, 2015 and remaining 40 lakh were rotated among his, mine, my wife’s, and Anish Goel’s company to make it 1.65 Cr”*. When notices were given to the complainant to hand over the copy of the agreement dated 24th August 2015, he produced photocopies of the two MoUs in which purchaser is shown as Anish Goel. On perusal of the same, the said agreement regarding the property stood cancelled on 19th December 2015. Another MoU dated 15th May 2016 was also made available which showed Anish Goel as purchaser but the date and month were blank and 2015 had been scored off and overwritten as 2016.



7. During investigation, petitioner was asked to produce the documents pertaining to the property. On perusal of the documents, it was found that the petitioner had purchased the said property from Dr.Mukesh Chand Agarwal and Dr.Barjinder Singh on 21st June 2012 and this property was further sold to Mrs. Geeta Pahwa on 21st December 2015 and regarding this, petitioner has already informed Anish Goel. Anish Goel was auditor of the petitioner. Thus, evidently, the facts were in his knowledge. During investigation, Amit Gupta also provided copies of the civil suit filed and the MoU dated 15th May 2016 noting the total sale consideration as ₹1.65 Crores on page number 7 and a sum of ₹1.70 Crores on page number 8. During investigation, though Anish Goel stated that the agreement dated 15th February 2016 was prepared at his residence, however, it was found to be executed at Goa though there was no witness to this agreement.

8. As per the Status report, the Investigating Officer also obtained the bank statements of the complainant, petitioner, NPPO IT Service, Shree Yogmaya Traders, Prudence Management Services etc. On perusal of the bank statements, it was found that the complainant received a sum of ₹2000630.48/- in his bank account on 24th August 2015. A sum of ₹25 lakhs was transferred on the same day from the account of NPPO IT Service Pvt. Ltd. to the account of Shree Yogmaya Trader and from the account of Shree Yogmaya Trader, a sum of ₹25 lakhs were transferred to the account of Anish Goel. Similarly, a sum of ₹45,00,630.48/- were transferred to the account of complainant Anish Goel on 24th August 2015. Though the claim of the Anish Goel was that he paid a sum of ₹95 lakhs to Amit Gupta on 24th August 2015, however, there were only a balance of ₹45 lakhs in his account. Further, this amount was found transferred from the account of the complainant into the account of Amit Gupta and from the account of Amit



Gupta, it was transferred to the account of Vasudha Gupta, wife of Amit Gupta. From the account of Vasudha Gupta, this amount was transferred to the account of Shree Yogmaya Trader and from the account of Shree Yogmaya Trader, it was transferred to the account of Prudence Management Service. Further, Prudent Management Service Ltd. transferred the amount of ₹40 lakhs to the account of complainant Anish Goel. Thereafter, Anish Goel transferred a sum of ₹30 lakhs to the account of Amit Gupta. Thereafter on 26th May 2015, Amit Gupta transferred a sum of ₹30 lakhs to the account of his wife Vasudha Gupta who in turn further transferred this amount to Shree Yogmaya Trader. From Shree Yogmaya Trader, this amount was transferred to the account of Prudence Management Service and again Prudence Management Service transferred this amount to the account of Anish Goel. Similar rotation of funds were made for a sum of ₹50 lakhs on 27th August 2015, out of which, petitioner transferred ₹25 lakhs to his wife's account who transferred the same to Shree Yogmaya Traders and from Yogmaya Trader, ₹15 lakhs were transferred to Prudence Management Service, which transferred the said amount to Anish Goel. Further on 28th August 2015, Amit Gupta transferred the sum of ₹25 lakhs from his account to the account of NPPO IT Service Ltd. Though the complainant claimed that he paid a sum of ₹40 lakhs to Amit Gupta on 13th October 2015, however, bank statement showed that he had balance of ₹3075/- in his account on the said date. During investigation, the petitioner also produced the certified copies of the MoU dated 7th September 2020 pursuant where to, a civil suit filed by the respondent No.2 before the learned ADJ, Saket Courts was withdrawn as also the copy of the email between the petitioner and the complainant along with the copy of the income tax audit. Considering the manner in which the amounts were transferred and no loss



was found to have occurred to the complainant, it is stated that a cancellation report has been prepared by the police to be filed before the Court.

9. There is yet another aspect to the matter. Petitioner has placed on record certified copies of the order sheet(s) dated 27th January 2020 in Suit No. 700/2018 filed by the complainant titled 'Anish Goel Vs. Amit Gupta' wherein father of the complainant who was duly authorized appeared. Father of the complainant who is an advocate himself and was duly authorized on behalf of complainant appeared on behalf of the complainant and made a statement that he had been authorized by his son to make a statement that the disputes involved in the said suit have been amicably settled with the petitioner herein vide the compromise/MoU/settlement dated 8th September 2019 which also bears his signatures as a witness. The MoU was exhibited as Ex.PW-1 and that the terms of the MoU have been complied with and the plaintiff i.e. the complainant herein has received the entire payment mentioned in the receipt which was exhibited as Ex.P-2.

10. Notice in this petition was issued to the respondent No. 2 by this Court on 15th April 2021 when on the next date, learned counsel for the respondent No. 2 appeared and assured that the respondent No. 2 will be present on the next date. Respondent No. 2 was present on 5th August 2021 before this Court, who stated that in terms of para 7 of the MoU dated 8th September 2019, 57,500/- shares were to be transferred to the petitioner, however, all material documents including the sale deeds relating to the properties owned by the company were in possession of the petitioner and since, there is no trust between the two of them, the said documents are required to be kept in a place where both the parties could have joint access to the same so that in future, there is no embezzlement. Petitioner who was



present through video conferencing stated that the sale deeds in relation to the properties of the company were not available with him but with the Director of the other companies who jointly owned the properties. An affidavit was directed to be filed by the respondent No. 2 indicating what documents he required from the petitioner and the petitioner was directed to respond to the said affidavit, informing as to whether those documents were in his possession or not and if not, in whose possession they were.

11. An affidavit has been filed by the respondent No. 2. As per the affidavit of the respondent No. 2, the list of documents pertaining to the company M/s. Skyscraper Buildcon Pvt. Ltd. which are either in the knowledge or possession of the petitioner, are as under:-

S. No.	Document	Reference
1	Fixed Asset - Building A -07 Shivalik Basement, New Delhi. a) Original copy of registry b) Certified true copy of the entire property chain c) Receipt of all MCD dues paid	Balance Sheet as at March 2015 - Asset Side under Fixed Asset "Building "/ Schedule of Fixed Assets
2	Honda Car a) Original copy of RC b) Insurance copy c) Copy/receipt of road tax paid d) Copy of pollution certificate	Balance Sheet as at March 2015- Asset Side under Fixed Asset "Car"/ Schedule of Fixed Assets
3	Investment in land at Goa having address as 151/6 Village Penha de France of Bardez Taulka Goa a) Original copy of Registry b) Complete chain of property in original or certified true copy	Balance Sheet as at March 2015- Asset Side- Under the head "Investment"



	c) NOC from forest department certificate d) Any other government documents received or obtained at the time of buying the property or later on	
4	Ledger confirmation of loan given to Amit Gupta by the company. Whether the same has been repaid to the Company?	Balance Sheet/Ledger as at March 2015

12. Affidavit by the petitioner in response to the affidavit of the respondent No. 2 was filed, according to which, property A-7, Shivalik Basement was a portion of basement and was purchased by the company in the year 2005 for ₹4,00,000/- vide agreement to sell and GPA as the said property was a lease hold property. The company had purchased this property to open its office after getting the property converted into freehold. However, due to multiple owners of this property and despite efforts of the company, the said property could not be converted into freehold and for this reason, the company could never start its office in the said premises. One of the Directors namely Mr.Amit Bhutani was living nearby this property and thus, used the same for his personal purposes and in lieu of the same, used to maintain the said property and pay MCD dues. Due to lot of seepage and other problems, in financial year 2011-12, company took the decision to sell the same as a lease hold property itself and had received a sum of ₹4,50,000/- in the financial year 2011-12, which is reflected as 'direct income under the head other income' in the same year. The name of the buyer has also been revealed. As regards the document thereto it is stated that the petitioner is not in custody of the said documents and the same are with the buyer. As regards Honda Car is concerned, it is stated that it was



purchased in the year 2006 and since inception, was being used by Mr.Amit Bhutani and all the documents were with him. As per the government official site, the fitness of that car has already been expired in January 2021 as it is a 15 years old car and the depreciated value of the said car is around ₹8000-₹10,000/-. Since Mr.Amit Bhutani resigned from the company in the year 2016 and since then, the respondent No. 2 and his wife are in control of the affairs of the company, the petitioner has no control over the said car. In respect of the land at Goa, it is stated that the same is a joint property of the company i.e. Skyscraper Buildcon Pvt. Ltd. and one Gauri Green Homes Pvt. Ltd. which is also a private limited company registered in Goa. The said property was purchased in the year 2010 and from inception, the original sale deed and chain of papers of the said property are in possession of Sh.Gautam Sharma, director of Gauri Green Homes Pvt. Ltd. Sh.Gautam Sharma is personally known to respondent No. 2 and has met the respondent No. 2 in Goa. Photocopies of the sale deed and related documents have been placed on record. Further, in regard to the ledger confirmation of loan, it is stated by the petitioner that the respondent No. 2 was the auditor of the company since 2006 and the respondent No. 2 was also the personal auditor of the petitioner from 2005. All the facts were in his knowledge and the petitioner had no access to the documents claimed by the respondent No. 2.

13. From the perusal of the two affidavits, it is evident that petitioner and respondent No. 2 entered into the MoU based whereon, the petitioner did not press his company petition and the complaint filed before the P.S. Defence Colony and the respondent No. 2 withdrew his suit for recovery of money and having taken the entire consideration, the respondent No. 2 cannot now be permitted to retrieve from the settlement by declining to consent to the quashing of the FIR No. 326/2018 under Sections 420/406/34



IPC registered at P.S. Hauz Khas as the settlement has been acted upon by both the parties. Further after investigation, it was found that the claim of the complainant that he transferred a sum of ₹1.70 Crores was not verified as there were number of transactions showing transfer of the same funds from the account of the complainant to the petitioner and onwards through the wife of the petitioner and various companies to the complainant. Further, pursuant to the settlement dated 8th September 2019, copy whereof is annexed as Annexure P-2 to the present petition, admittedly, the dispute has been settled and the complainant had received a sum of ₹1.25 Crores. As regards Clause 7 of the MoU, it is for the respondent No.2/complainant to comply with and transfer the shares which he is not doing, ostensibly, on the ground that he does not have complete documents which documents have been duly explained to him by the petitioner by way of an affidavit. Be that as it may, the compliance is on the part of the complainant not on the part of the petitioner.

14. The complainant having taken advantage of the settlement and received a sum of ₹1.25 Crores in lieu of all his claims in relation to the disputes in the above-noted FIR, cannot wriggle out of the settlement, on the ground that he is not receiving some documents and thus, is not in a position to comply his obligation as noted in Clause 7 of the MoU.

15. In view of the discussion above, this Court deems it a fit case to quash the FIR in question. Consequently, FIR No. 326/2018 under Sections 420/406/34 IPC registered at P.S. Hauz Khas on the complaint of the respondent No. 2 and the proceedings thereto are hereby quashed.

16. Petition is disposed of.

17. Order be uploaded on the website of this Court.

CRL.M.A. 6126/2021 (stay)



CRL.M.A. 11816/2021 (modification of order dt. 07.07.2021)

In view of the order passed in petition, the applications are disposed of as infructuous.

(MUKTA GUPTA)
JUDGE

JULY 04, 2022
akb