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

+ **CRL.M.C. 891/2022, CRL.M.A. 7832/2022**

MALLIKA VERMA & ANR.

..... Petitioners

Through: Mr. Jagjit Singh, Mr. G. Rajput,
Ms.Kalyani Arora, Mr. Preet Singh
along with petitioners.

versus

THE STATE(GOVT. OF NCT OF DELHI) & ORS..... Respondents

Through: Mr. Digam Singh Dagar, APP for the
State with SI Phool Singh, Special
Staff

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Date of Decision: 11th May, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed under Section 482 Cr.P.C. on behalf of the petitioner seeking quashing of FIR No 461/2016 registered at PS Kalkaji, under Sections 420/120B IPC.
2. Briefly stated facts of the case are that the present FIR was lodged at



the statement of Respondent No.2/Complainant alleging therein that the petitioners have committed the offences of cheating, Criminal Breach of Trust and Criminal Misappropriation. It is alleged that two property dealers along with Petitioner No.2/Hemant Verma convinced the complainant to buy Petitioner No.1/Mallika Verma's first floor at Plot No. 113, Pocket - 40, EPDP Colony, Chittranjan Park, New Delhi. In pursuance of this the complainant paid a total sum of Rs.6,00,000/- as commission to two brokers and paid Rs.40,00,000/- out of a total of Rs.1,40,00,000/- to Petitioner No.1 and signed an agreement to Sell also. Thereafter the petitioners took the entire balance from the complainant on account of paying back their loan to bank getting their property papers back. The complainants paid the entire balance. However the respondents never handed over the original papers of the property to the complainants. It was later found out that the respondents have cheated them by selling them a mortgaged flat and thus the present FIR was lodged.

3. Learned counsel for the petitioners submits that initially the parties had reached on a settlement dated 24.01.2022. However, later on another settlement took place which has duly been recorded vide settlement dated 19.12.2022. The terms and conditions of the Settlement Deed dated 19.12.2022 which reads as follows:

“1. That the second party has agreed to pay sum of Rs. 20,00,000/- (Rupees Twenty lakhs only) to the first party in addition to Rs. 25,50,000/- (Rupees Twenty-Five Lakhs fifty Thousand Only) already paid to the first party in term of the



MOU dated 24.01.2022 in full and final settlement of the claims of the first party.

2. That it is further agreed that the first party shall cooperate with the second party in quashing of the FIR 461/2016 in regard to which a petition is pending before the Hon'ble Delhi High Court, without raising any objection of any kind whatsoever and appear before the court for giving no objection to quashing of the said FIR the said purpose before the Hon'ble High Court on hearing(s).

3. That similarly the first party will also appear before the Sh.Sanjay Garg - 01, Ld. Principal District & session Judge, Southeast district, Saket courts on the date fixed and give their no objection to the prayer sought for in the said Crl. Rev 434/2022 filed by the second party.

4. That the said additional sum of Rs 20,00,000/-(Rupees Twenty lakhs only) by way of demand draft shall be paid by the Second Party to the First Party after the First Party gives no objection of the FIR being quashed in the Hon'ble Delhi High Court in the Crl. MC 891/2022 and the same is quashed by the Hon'ble High Court. Additional Rs. 20,00,000/-(Rupees Twenty lakhs only) shall be paid by the Second party to the First Party before the Hon'ble Court, on passing of the order.

5. That the parties have renegotiated and settled the matter after orders of Hon'ble Sh. Sanjay Garg - 01, Ld. Principal District & session Judge, Southeast District, Saket Courts, dated 5.12.2022 with mutual consent, without any pressure, voluntarily. The parties undertake to abide by the terms and condition of the present supplementary MOU.

6. It is further agreed between the parties that in case the first party backs out from the terms and condition of the present



MOU, then the First party shall be strictly liable to refund the entire amount of Rs. 46,50,000/- (including the additional amount mentioned in the present MOU) to the second party along with interest @18% per annum.

7. That it is further agreed that if the second party backs out from the present MOU then the amount paid by the second party shall be forfeited.”

4. In terms of the settlement, a total of Rs,20,00,000/- has been paid today via demand drafts bearing DD Nos. 890192, 890193, 890194 and 890195 dated 09.05.2023 drawn on Indusland Bank for the sum of Rs.5,00,000/- each to Biswajit Sen/Complainant.
5. Mr. Biswajit Sen states that he has entered into the settlement voluntarily without any fear, undue influence or coercion.
6. It has been repeatedly held by the Hon’ble Supreme Court and this court that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, and where the court may be of the opinion that a settlement between the parties would lead to better relations between them, the court may exercise power under section 482 Cr. PC for quashing the proceedings or the complaint or the FIR as the case may be.
7. I consider that there would be no purpose of continuing with the proceedings. The parties have amicably settled the matter
8. In view of the settlement deed along with the facts and circumstances of the case FIR No 461/2016 registered at PS Kalkaji, under Sections



420/120B IPC along with all the other proceedings emanating therefrom is quashed.

9. The present petition is disposed of.

DINESH KUMAR SHARMA, J

MAY 11, 2023

Pallavi

