



\$~3 (appellate matter)

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

+ **CRL.M.C. 1397/2022 , CRL.M.A. 6107/2022**

PAWAN KUMAR & ANR.

..... Petitioners

Through: Mr.Aman Bhalla, Adv.

Versus

STATE OF N.C.T. OF DELHI & ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Vishwa, PS Ashok Vihar
Respondent No.2 in person.

%

Date of Decision: 01.11.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

Crl. M.A. 29583/2023

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 1397/2022 & Crl. M.A. 29582/2023

1. The present petition has been filed under Section 482 Cr. PC seeking quashing of FIR no. 0213/2021 dated 05.06.2021 registered at PS Ashok Vihar under Sections 406/420 IPC.



2. Briefly Stated, the facts of the present are that the present case was registered on the complaint of Vinod Kumar Singhal wherein he stated that accused Pawan Goel and his wife Kusum Lata Goel were known to him and they induced him to invest money in their import & export business of garments and also offered partnership in their company M/s Kusum Fabrics by showing the bills having stamp of their company related to export/import of garments. Due to allurements by the accused persons, he invested Rs.01.25 Crore in their business and for that purpose, he had paid Rs.55 Lac in cash in January 2016, in lieu of the cash amount of Rs.55 Lac, the accused persons had given him a Cheque of the same amount as security. The remaining amount of Rs.70 Lac was given through Cheque No. 00463 (Mrs. Mithlesh W/o Vinod Singal) and 00731 (V.K. Singal & sons (HUF)) to the accused persons and the above said Cheques were encashed in the accounts of M/S Kusum Fabrics.
3. Thereafter, initially the accused persons gave a total amount of Rs.28 Lac as profit to him but afterwards the accused persons neither gave any profit nor returned the principal amount to him. Hence the present FIR was filed by Respondent no.2/Complainant.
4. After the completion of the investigation, the charge sheet was filed under section 420/406/506/34 IPC before the Ld. CMM, Rohini Courts.
5. However, now the parties have entered into a settlement agreement dated 17.10.2023 on the following terms and conditions:



“1. The Second Party have agreed to pay the First Party a sum of Rs. 20,00, 000/- (Twenty Lakhs Only) in full and final settlement of all claims of the First Party with respect to the allegations made in the FIR No. 213/202 1 in addition to the sum of Rs. 57,00,000/- (Rs. Fifty Seven Lakhs Only) and the interest thereon released to the bank account of the First Party by the Hon' ble High Comt of Delhi at New Delhi vide its various orders as mentioned herein above.

2. The said sum of Rs. 20,00,000/- has been paid to the First party vide Demand Drafts bearing Nos. 011828 and 0 11829 drawn on IDBI Bank, Shalimar Bagh both dated 06.10.2023 for an amount of Rs. 10,00,000/(Rupees Ten Lakhs Only) each in favour of Mr Vinod Kumar Singal at the time of the signing of the present Settlement Deed and the same has been duly received by the First Party herein.

3. The First Party agree and unde liake that after the receipt of the amount of Rs. 20,00,000/- (Twenty Lakhs Only) all his claims against the Second Party as mentioned in FIR No. 213/2021 dated 05.06.2021 shall stand fully settled and extinguished and he will not raise any such claims against him in the future.

4. It is agreed between the parties that after the quashing of the FIR No.213/2021 dated 05.06.2021 at Police Station Ashok Vihar, (District North West), New Delhi the security given by the First Party in terms of order dated 29.07.202_ in the fo1m of Title Deeds of immoveable property bearing No. 5/6 FF Roop Nagar, Delhi would be released back to the First Party. The Second Party shall also be entitled to have their passports released back to them which were deposited with the Investigating Authority as a condition of their Bail.



5. The First Party and the Second Party agree that they shall be left with no claim of any nature whatsoever, against each other, after the signing of the present Settlement Deed and the quashing of the FIR.

6. The parties have entered into the present Settlement Deed to buy piece of mind.

7. This Settlement Deed has been drafted under the joint instructions of both the parties who have read and understood the contents thereof and have signed this document voluntarily, to buy piece of mind.”

6. Respondent No.2 submits that in terms of the settlement, he has received a total sum of Rs.77,00,000/- (Rupees Seventy-seven lakh) from the petitioner along with interest accrued on Rs.57,00,000/- (Rupees Fifty-seven lakh) deposited by the petitioner with the Registrar General of this Court.
7. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 submits that he has entered the settlement voluntarily without any fear, force, or coercion. Respondent No. 2 submits that he has no objection if FIR no. 0213/2021 dated 05.06.2021 registered at PS Ashok Vihar under Sections 406/420 IPC and all the proceedings emanating therefrom are quashed.
8. It has repeatedly been held by this court and the Hon'ble Supreme Court that if there is a trivial dispute between the parties and parties have settled the matter amicably, it is desirable to put a quietus to the matter in dispute. Supreme Court and this Court have repeatedly held that criminal cases that are actually civil in nature should be put to a quietus if the parties have reached an amicable settlement. Reliance



can be placed on ***Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another***, 2019 SCC OnLine Del 8179; ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303.

9. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement out of their own free will, without any fear, force or coercion. No purpose will be served in continuing with the trial.
10. In view of the settlement deed, both, the title deed deposited by respondent No.2 with the Registrar General of this Court and the passports of the petitioners deposited with the Investigating Officer, be released.
11. In view of the above, FIR No. 0213/2021 dated 05.06.2021 registered at PS Ashok Vihar under Sections 406/420 IPC and all the other proceedings emanating therefrom are quashed.
12. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

NOVEMBER 1, 2023

Pallavi