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

+ **CRL.M.C. 1682/2022**

AMRITRAJ & ORS.

..... Petitioners

Through: Mr. Avdhesh Kumar Singh, Mr. Rajendra Kumar Singh, Mr. Rajesh Kumar Singh, Mr. Rakesh Kumar and Mr. Kumar Gaurav, Advs. with petitioners.

versus

THE STATE GOVT OF NCT OF DELHI & ORS. Respondents

Through: Mr. Hemant Mehla, APP and Insp. Vinik Malik, PS Sarojini Nagar. Mr. Sanjeev Kumar Dubey, Mr. V. Anand and Mr. Suyash Gupta, Advs. for R-2.

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Date of Decision: 10.08.2023.

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 seeking quashing of case FIR No. 074/2021 dated 04.05.2021 under Sections 420 IPC registered at PS Sarojini Nagar, New Delhi. The Chargesheet in this case has already been filed before the Learned MM, Patiala House Court under section 420/468/471/120B IPC and Section 66-D of IT Act.

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2. The present case was registered on the statement of complainant/Neeti Gaurav Sharma wherein she alleged that the complainant wanted to go to abroad and was studying for IELTS test practice. She saw a pop-up from a website and thereafter also received an email on her email address in response where to she shared her mobile number. Later, she got a message on WhatsApp wherein a person mentioned that they issue real and authentic IELTS certificate for academic and general module and all the certificates are issued by the British Council/IDP itself. She was asked to deposit a certain sum and complainant was assured that she would get the IELTS certificate within two weeks. The accused persons allegedly induced the complainant to pay a total sum of Rs. 11,76,000/- through various different transactions to the accused persons under the pretext of providing such certificate. However, such certificate was never provided.
3. After the investigation, the charge-sheet was filed against the petitioners and respondent No.3 and 4. Learned APP for the state also submits that as per instruction from IO, the petitioner were actually the recipient of the money and the accounts of respondent nos. 3 and 4 were used to receive the alleged amounts. Complainant is appearing through VC and she states that she does not want to proceed against petitioner and respondent Nos. 3 and 4.
4. Learned senior counsel for the complainant states that now the matter has been amicably settled and settlement is on record dated 19.01.2022 with the following terms and conditions:



“Whereas final compromise deed, is in continuation of earlier compromise deed between Rita Choubey(on behalf of first party) and second party, has been executing on 13 December 2021 outcome of humanity, prosperity, utmost of good faith with the intervention of family member of both the parties for the purpose of to settle the dispute amicably and quash the FIR bearing no. 74/2021 registered with P.S: Sarojani Nagar, u/s 420/468/471/120B of IPC U/S.- 66-D Information Technology Act, 2000 registered against second party with permission of the respective Hon’ble court. The first party has made complaint against the second party upon which vide FIR bearing no. 74/2021 u/s 420/468/471/120B of IPC U/S.- 66-D Information Technology Act, 2000 and the first party had given consent to Rita Choubey Mother of First Party) for execute the compromise deed dated 13th December 2021 and same was amicably settled with the second party and the same was executed on her consent. The first party has already been complied with the conditions of compromise deed dated 13th December 2021.

Whereas with interference of respectable member of society the First and second party have settled their disputes amicably.

Whereas the first party and second party are students and preparing for various examinations and the first party has taken lenient view against the second party.

Whereas the first party and second party through this compromise deed do not want continue proceedings in the matter and they are through this settlement deed seeking indulgence of Hon’ble court to quash the aforesaid FIR and proceedings emanating therefrom.

Whereas both the parties agreed to settled dispute without going on merit of the case, the both the parties of the case



have settled dispute amicably and both the parties are ready to lead the happy life and want to create healthy environment in the society and also in carrier buildup but both the parties discussed regarding the alleged amount then the second party have discussed with some proposal for the betterment of both the parties then the first party offered for monetary consideration involve in the aforesaid case and the family of second party considered the matter without merit of the case and the family of the second party given consent on the same for settling the matter.

Whereas both the parties have given full consent for the settlement of dispute with the intervention of friends, relatives and well-wishers of both the parties, the parties settled their dispute amicably and the parties are agreed for quashing of the FIR bearing no. 74/2021 P.S Sarojani Nagar, u/s 420/468/471/120-B of IPC U/S.- 66-D of Information Technology Act, 2000 to establish Rule of Law, to maintain peace, harmony in the society and carrier of the parties with the conditions that the second party had to pay Rs. 10,00,000/-(Ten Lakhs) to the First Party in following conditions:

a. Rs. 5,00,000/- (Five Lakh) At the time of execution of present settlement by way of cheque bearing no. 012832, Central bank of India, Branch Dhamdaha, Branch.[issued by Sh. Manoj Kumar Singh, Father of S.No. 1(Amrit Raj) of Second Party from a/c no. 2006361864,] in favor of Neeti Choubey A/c No. 468302010907257 Union bank of India, Moti Nagar Branch, New Delhi.

b. Rs. 5,00,000/- at the time of quashing of FIR Petition.

Whereas the first party presented the aforesaid cheque into her account but it was not cleared due to some technical reason then the second party transferred the amount of Rs. 5,00,000/- through RTGS on 21/12/2021 for the bank of



Union Bank of India.

AND Whereas the second party is now issuing cheque No. 322154 SBI, ADB Dhamdaha, District- Purnia, Bihar in terms of settlement dated 13th December 2021.

AND Whereas the second party undertakes that the aforesaid cheque of Rs. 5,00,000/- would be cleared on its presentation if any technical error would come in clearance of aforesaid Cheque, then the second party will immediately transfer the amount through RTGS.

AND WHEREAS the second party also agreed to resolve the matter amicably without going on merit of the case for establishment of rule of law, social harmony, public peace and to lead healthy environment for securing future of growing carrier both the parties.

AND WHEREAS both the parties undertake that they will fully co-operate to each other to quash the FIR case before the Hon'ble High Court of Delhi.

AND WHEREAS both the parties undertake that they shall not have any claim of any in further what so ever in nature and hence shall not Institute any other proceeding against any one in any other forum or shall not instigate or associate or provide assistance to anyone to institute.

AND WHEREAS Settlement/undertaking/Compromise Deed agreed for settle the issues amicably without going on merits of the case for establishment of Rule of Law, social harmony and leading healthy environment and public peace present the Petition/Application to consider

the present Settlement Deed/Compromise Deed for quashing of the present FIR' to obtain the permission from the Hon'ble Court.



AND WHEREAS the parties to this compromise further undertake and agree that if any other complaints have been made by either party against the other party till dates, the same shall be treated as withdrawn having no adverse effect on the pafi against whom said complaints are made.

The parties have entered into this compromise out of their sweet will, without any force, fraud, coercion, pressure, duress or misrepresentation of any facts from either side.

That the aforesaid parties shall be bound by the terms of this agreement and shall not initiate any action against each other with regards to the dispute in question and also will not repeat or indulge in any manner.”

5. IO is present in the court today and has duly identified the parties.
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.P.C. 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 amicable settled the matter. In the view of the above stated facts and circumstances, FIR No. 074/2021 dated 04.05.2021 under Sections 420 IPC registered at PS Sarojini Nagar, New Delhi and all the other proceeding emanating therefrom are Quashed.



8. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 10, 2023/AR

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