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

+ **CRL.M.C. 2914/2023**

SURESH CHAND SHARMA AND ORS Petitioners

Through: **Mr. Satya Narayan Vashishth and Mr. Shubham Sharma, Advs.**

versus

STATE AND ANR Respondents

Through: **Mr. Raghuvinder Verma, APP for the State with SI Naveen, PS Palam Village.**

Mr. Ranbir Sharma and Mr. Rohit Sharma, Advs. for R-2 alongwith R-2 in person.

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Date of Decision: 26th April, 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. 10944/2023 (Exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 2914/2023

1. The present petition has been filed under Section 482 Cr. P.C. seeking quashing of FIR No. 58/2013 registered at PS Palam under Sections 420/448/506/34 IPC.
2. Briefly stated facts of the case are that the above-mentioned FIR was lodged on the statement of Sh. Babu Lal Agarwal i.e. respondent No.2 alleging therein that he was cheated for a sum of Rs.35,00,000/-. He was shown some land which actually did not belong to the petitioners. After investigation, the charge sheet was filed and charges were framed under sections 420/120-B IPC against the petitioners.
3. In the meanwhile, the petitioner had also filed a civil suit no. 15252/2016. The parties were referred to the mediation at Mediation Centre, Dwarka Courts, New Delhi on 12.09.2022 wherein the parties reached at an amicable settlement, voluntarily.
4. It is submitted that in mediation the parties settled the disputes on following terms and conditions:
 - a) All the parties have settled all their claims/disputes with regard to present suit as well as above mentioned connected cases for a sum of Rs. 15,00,000/- (Rupees fifteen lacs only), as full and final settlement, which shall be jointly paid by the defendants to the plaintiff by way of demand draft/online transfer in the bank account of plaintiff, bearing account number 11032011006593, at

Punjab National Bank, Dabri Road, New Delhi, Branch having IFSC Code PUNB0110310, in three installments as under :-

- (1) First installment of Rs. 50,000/- (Rupees fifty thousand only) shall be jointly paid by the defendants to the plaintiff on or before 12.09.2022 i.e today.
- b) Second installment of Rs. 50,000/- (Rupees fifty thousand only) shall be jointly paid by the defendants to the plaintiff on or before 21.12.2022.
- c) Third installment of Rs. 14,00,000/- (Rupees fourteen lacs only) shall be jointly paid by the defendants to the plaintiff at the time of quashing of FIR No. 68/2013, U/s 420/448/506/1208 IPC PS Palam, before the Hon'ble High of abovesaid F R before the Hon'ble High Court of Delhi which shall be filed on or before 08.02.2023. The plaintiff undertakes to appear before the Hon'ble High Court of Delhi and cooperate in the said proceedings.
- d) All the parties shall withdraw their respective cases filed against each other on or before 21.12.2022.
- e) The plaintiff shall withdraw the present suit before the Ld. Referral Court with n seven days after receiving the complete settlement amount.
- f) The original documents/cheques, il any, of the plaintiff or his family members shall not be used in any manner, by the other party.

g) It is agreed by the parties that the case(s) if any, apart from the present suit and the abovementioned connected cases filed by either of the party shall also to be deemed to be withdrawn.

4. As the present settlement has been arrived through the process of mediation, the plaintiff is entitled to refund of the court fee in terms of Section 16 of the Court Fee Act, 1870.

5. All the parties shall make appropriate statements before the Ld. Referral Court, in terms of this settlement, on the date fixed.

6. All the parties undertake that they shall abide by the terms and conditions of this settlement.

7. In case any party fails to perform their part of settlement, the other party shall be at liberty to take action as per law.

8. By signing this settlement, all the parties state that they have no further dispute against each other in respect of the present suit as well as abovementioned connected cases and all the disputes and differences in this regard have been amicably settled by them during the mediation.

12. The contents of the settlement have been explained to both the parties in vernacular and they have understood the same. Both the parties undertake that they have consented and signed the above settlement after going through and understanding its contents and they have settled the dispute between themselves of their own free will and

without any coercion, pressure, undue influence, force, misrepresentation or mistake from any quarter.”

5. As per the settlement, petitioners have to pay Rs.15,00,000/- towards full and final settlement of the entire dispute and she has already been paid Rs.1,00,000/-. Remaining sum of Rs.14,00,000/- has been received by way of a Demand Draft bearing No.505881 dated 21.04.2023 drawn on ICICI Bank.

6. The respondent has also filed an affidavit to the effect that he has amicably settled the matter with the petitioners and does not want to pursue with the present petition. The respondent No.2 has also told before the Court that he has entered into this settlement at his own free will without fear, force or coercion. The respondent No.2 further states that he shall withdraw the pending civil suit.

7. It was primarily a commercial dispute which has been amicably settled between the parties at the Mediation Centre.

8. In view of the settlement, the case FIR No. 58/2013 registered at PS Palam under Sections 420/448/506/34 IPC and all the other proceedings emanating therefrom is quashed subject to the petitioners burdened with a cost of 5,000/- each to be deposited with the Delhi State Legal Services Authority within a week.

DINESH KUMAR SHARMA, J

APRIL 26, 2023

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