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

+ **CRL.M.C. 2987/2022&CRL.M.A. 12562/2022**

KARAN SHARMA

..... Petitioner

Through: Ms. Rebecca M. John, Sr. Advocate
with Mr. Arjun Pant, Mr. Pravir
Singh, Ms. Adya Luthra and
Ms. Anushka Baruah, Advocates with
petitioner in person.

versus

THE STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Hemant Mehla, APP for the State
with Mr. Dipanshu Pandey, Advocate
and Inspr. Baljit Singh.

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Date of Decision: 09th February, 2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.1191/2015 under Sections 420/467/468/448/120B IPC registered at PS Vikas Puri. Quashing has been sought only qua the present petitioner in FIR No.1191/2015, whereas the chargesheet has been filed under Sections 420/467/448/468/471/120B/34 IPC against several persons namely Ram Asrey, Kalash Chand S/o Ram Asrey, Bhupinder Singh, Jitender Singh and also against the present petitioner namely Karan Sharma @ Karanveer.

CRL.M.C. 2987/2022

Page 1 of 8

2. Learned senior counsel for the petitioner submits that allegedly one Sh. Ram Asrey fabricated certain documents in respect of the property bearing No.D-111, Vikas Puri, New Delhi on 20.02.1990 and sold the same to the petitioner on 10.02.2015. The transfer of the property to the petitioner was through the registered documents. Learned senior counsel for the petitioner submits that the respondent No.2/complainant filed FIR No.1191/2015 under Sections 420, 467, 468, 448 and 120B of IPC against Ram Asrey, Bhupinder Singh, Karan Singh and other unknown persons and other unknown officials of Delhi Development Authority, Vikas Sadan, New Delhi. Pursuant to this, the chargesheet was filed on 04.06.2021 under Sections 420/467/448/468/471/120B/34 IPC against Ram Asrey, Kalash Chand S/o Ram Asray, Bhupinder Singh, Jitender Singh and Karan Sharma @ Karanveer.

3. While the matter rested thus, the petitioner herein also filed a civil suit bearing CS No.11478/2016 titled as *Karan Sharma vs. Sudha Marwah & Ors.* Pursuant to this, the parties entered into a settlement dated 21.10.2016 before the Delhi Mediation Centre, Tis Hazari Court, Delhi and consequently CS No. 11478/2016 was disposed of in terms of the mediation settlement vide order dated 30.11.2016. The Mediation Report dated 21.10.2016 is annexed as Annexure P2 to the present petition.

4. Learned senior counsel for the petitioner submits that in response to the query put forth by this Court, vide order dated 15.12.2022, it has been submitted that the FIR can be quashed in-part and also after filing of the chargesheet.

5. Learned senior counsel for the petitioner has relied upon *Lovely Salhotra & Anr. vs. State (NCT of Delhi) and Another*, (2018) 12 SCC 391; *Sunil Tomar vs. The State of NCT of Delhi & Anr*, (2022) SCC OnLine Del 1027; *Kapil Gupta vs. State of NCT of Delhi*, (2022) SCC Online SC 1030, *Ramawatar Vs. State of Madhya Pradesh*, (2021) SCC Online 966.

6. The complainant/Sudha Marwah, being an aged person, is appearing through video recording. She states that at the advice of her well-wishers and common friends, she has entered into the settlement with the petitioner. She states that she has got back the possession of the property and the Mutation has been done in her favour.

7. I have considered the submissions. As per the Settlement Deed dated 21.10.2016, the parties have amicably settled their dispute on the following terms and conditions:

“1. It is agreed between the parties that the Plaintiffs shall hand over the peaceful, vacant and physical possession of the suit property to the defendant no.1 on 16.11.2016 and shall hand over the key of the suit property to the defendant no.1 against proper receipt on said date before the concerned Court or any other further date, if the matter is not heard by concerned Court on 16.11.2016, for any reason.

2. That the Plaintiffs have Registered Agreement to Sell dated 02.02.2015 registered on 10.02.2015 before the Sub-Registrar-II-B, Janakpuri, New Delhi bearing no. 1735 in Book No.1, Volume No. 402 on pages 82 to 91 in respect to the suit property in their favour. The plaintiffs also have General Power of Attorney dated 02.02.2015 registered on 10.02.2015 before the Sub-Registrar-IIB, Janakpuri, New Delhi bearing no. 184, in Book No.4, Volume No. 24 on

pages 78 to 82 in respect to the suit property in their favour. The Plaintiffs shall ensure the cancellation of the said Registered Agreement to Sell and Registered General Power of Attorney by way of registered cancellation deeds and the defendant no.1 shall provide all necessary cooperation, if so required, for cancellation of above said registered documents. The cancellation of the above documents, as agreed hereinabove, shall take place within 20 days of handing over the peaceful, vacant and physical possession of the suit property to the defendant no.1, as agreed hereinabove.

3. The Plaintiffs or their legal heirs, successors in interest etc. shall henceforth not claim any right, title, claim or interest in respect to the suit property on the basis of the above two registered documents and/or any other documents of any nature pertaining to the suit property.

4. That the Plaintiffs shall also give their necessary undertaking etc. before BSES, DDA, MCD and/or any other authority to the effect that they have been left with no right, title, interest or claim of any nature in respect to the suit property on the basis of the above registered documents or any document of any nature and all the documents in their favour in respect to the suit property would be deemed to be null and void, conferring no legal right, title, interest or claim of the Plaintiffs of any nature in the suit property.

5. That at the instance of defendant no.1 an FIR bearing No. 1191 dated 11.12.2015PS:Vikas Puri, U/s 420/467/468/448/120-B IPC has been registered against the Plaintiffs and other accused persons as named in the said FIR.

6. That once the above at Serial No. 1 to 4 are complied with by the Plaintiffs, the defendant no.1 undertake to make representation to the concerned Investigation Officer in FIR No.1191/15 (Supra) based on the present Settlement, making request to the IO that the defendant no.1 do not wish

to pursue the complaint on the basis of which the FIR was registered and to take necessary action for cancellation of the said FIR, as per law.

7. That the Plaintiffs and other persons named in, FIR, in addition, if required shall take necessary steps for cancellation/ quashing of the said FIR as per law before the concerned Court or before the Hon'ble Court, in which the defendant no.1 shall cooperate and provide her no objection by way of affidavit.

8. The defendant no.1 shall not file any other case civil or criminal against the Plaintiffs or the persons named in FIR No. 1191/2015 (supra) and both the parties shall further not take any action against each other in any manner whatsoever, after the present settlement.

9. That the defendant no. 1 shall be at liberty to deal with the suit property, including raising construction, selling, transferring, letting etc. as per her wishes and discretion without any claim, right, title or interest of the Plaintiffs, including her remedies before the Delhi Development Authority, Municipal Corporation of Delhi etc. as per law in respect to the suit property, which already stands mutated in the name of defendant no.1 by the competent authority.

10. That the Plaintiffs shall not ask for release/return of original documents seized by the Investigating Officer in FIR No. 1191/15 and the same shall always remain in the custody of police official.

11. That even the Plaintiffs shall not claim any right, title or interest in respect to the suit property on the basis of Notorized General Power of Attorney, Agreement to Sell, Affidavit, Will and Receipt, all dated 20.02.1990 in respect to the suit property favouring Sh. Ram Ashai S/o Sh. Mathura and the said documents are deemed to be null and void, without conveying any title, right or interest on the basis of the said documents in favour of the Plaintiffs etc.

12. That based on the aforesaid Settlement, the parties would request the concerned Court for passing of Compromise Decree.

13. That it required, the Plaintiffs shall cooperate in registration of the present compromise, compromise decree before the concerned Sub-Registrar.

14. That the Plaintiff no.1 undertakes to place on record Power of Attorney of Plaintiff no.2 in his favour before the concerned Court on 16.11.2016 i.e.. date already fixed.”

8. In terms of the settlement, learned senior counsel for the petitioner has made a statement at bar which has also been endorsed by the complainant appearing through video conferencing, that she has got back the possession of the property and Mutation has been done in her favour. This fact has also been recorded in the order dated 30.11.2016 in the civil Suit bearing CS No.11478/2016 titled *Karan Sharma vs. Sudha Marwah & Ors.*

9. Learned Addl. P.P. for the State has also submitted that in the status report filed by them it has been verified that the documents in favour of the petitioner have been cancelled.

10. In *Sunil Tomar vs. The State of NCT of Delhi & Anr*, (2022) SCC OnLine Del 1027, regarding part quashing of FIR, it was *inter alia* held as under:

“9. Partial quashing or part quashing of FIR only qua the petitioner/accused with whom the complainant has compromised or settled the matter can be allowed and while quashing, it must be appreciated that the petitioner/accused cannot be allowed to suffer based on a complaint filed by the respondent, when subsequently, all disputes have been settled between the parties. Reliance can be placed on Poonam

Khanna vs. State &Ors. In Crl. M.C. No.3690/2016 Dated 30.01.2018.”

11. Similarly, Hon’ble Supreme Court in ***Lovely Salhotra & Anr. vs. State (NCT of Delhi) and Another***,(2018) 12 SCC 391 has *inter alia* held as under:

“3. We have taken into account the facts of the matter in question as it appears to us that no cognizable offence is made out against the appellants herein. The High Court was wrong in holding that the FIR cannot be quashed in part and it ought to have appreciated the fact that the appellants herein cannot be allowed to suffer on the basis of the complaint filed by Respondent No.2 herein only on the ground that the investigation against co-accused is still pending. It is pertinent to note that the learned Magistrate has opined that no offence is made out against co-accused Nos. 2, 3, 4 and 6 prima facie. According to us, the FIR in question filed against the appellants herein by Respondent No.2 is only an after-thought with the sole intention to pressurize the appellants not to prosecute their Criminal Complaint filed by them under Section 138 of the Negotiable Instruments Act, 1881.”

12. In ***Kapil Gupta vs. State of NCT of Delhi and Another***,(2022) SCC Online SC 1030, it was *inter alia* held as under:

“16. In both the cases, though the charge sheets have been filed, the charges are yet to be framed and as such, the trial has not yet commenced. It is further to be noted that since the respondent No.2 herself is not supporting the prosecution case, even if the criminal trial is permitted to go ahead, it will end in nothing else than an acquittal. If the request of the parties is denied, it will be amounting to only adding one more criminal case to the already overburdened criminal courts.”

13. Learned senior counsel for the petitioner has also cited ***Ram Avtar vs. State of MP***: (2021) SCC OnLine 1966, wherein, quashing was even done on the basis of settlement after the conviction was recorded.

14. I have interacted with the parties. The respondent/complainant states that she has entered into the settlement at her own free will, without any fear, force or coercion.

15. It has repeatedly been held that if the dispute is private in nature and the parties have entered into a settlement and there is a remote chance of conviction, it is better to put an end to the litigation so as to prevent the abuse of the process of the Court and to secure the ends of justice.

16. Since the parties have arrived at an amicable settlement, the FIR No.1191/2015 under Sections 420/467/468/448/120B IPC registered at PS Vikas Puri and all criminal proceedings emanating therefrom are quashed. However, a cost of Rs.50,000/- is imposed upon the petitioner to be deposited with the Delhi Advocate Welfare Fund, High Court of Delhi within 4 weeks. Compliance report be filed.

17. Accordingly, the present petition along with the pending application stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 09, 2023
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