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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 5088/2023

ASHOK MALHOTRA AND ANR.

..... Petitioners

Through: Ms.Sanjana Antil, Adv. with
petitioners in person.

versus

STATE OF NCT OF DELHI AND ANR.

..... Respondents

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Kaplianhang, PS Janakpuri.
Mr.A.N.Aggarwal and Ms.Nupur
Sachdeva, Advts. for R-2 with R-2 in
person.

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Date of Decision: 25.07.2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 19329/2023 (exemption)

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

CRL.M.C. 5088/2023

1. Present petition has been filed seeking quashing of case FIR No. 0077/2021 dated 12.03.2021 registered under Sections 420/468/471/34

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IPC at PS Janak Puri and all other proceedings emanating therefrom. The said FIR was lodged on the complaint of respondent No.2 Heena Puri w/o Mr. Gaurav Puri alleging therein that the petitioners along with some other accused persons have hatched a criminal conspiracy and forged documents of her house and have forcibly occupied it.

2. Briefly stated that facts are that petitioner No. 1 is the brother of respondent No.2/complainant and petitioner No. 2 is the wife of petitioner No. 1 and sister-in-law of the respondent No.2/complainant. Petitioner No.1 and respondent No.2 have another sister namely Charu. Allegedly, the father of the petitioner No. 1 and respondent No.2 namely Shri Ramesh Malhotra purchased one property bearing House No. A5B/90B, Janak Puri, New Delhi on 29.09.1994 from their maternal uncle namely Shri Ravi Khanna for a sum of Rs. 95,000/-. Ravi Khanna executed a GPA dated 06.10.1994 and registered a Will dated 06.10.1994 in the name of Shri Ramesh Malhotra. One Ms. Poonam Khanna who is the wife of Ravi Khanna, signed as a witness in the Agreement to sell and the payment receipt.
3. After purchasing the said property, Shri Ramesh Malhotra along with his three children i.e. petitioner no.1, respondent No. 2 and Charu started living in the said property. His wife expired in 1994. Subsequently, Charu and the petitioner No.1 got married respectively and moved out of the said property and only respondent No.2/complainant remained in the said property until their father's death in 2006. Thereafter, the respondent too moved out of the said property after her marriage in December 2006. It has been alleged that



only after the death of their father Shri Ramesh Malhotra, the respondent No.2 complainant was informed of the Will dated 05.04.2005 executed by their father. Allegedly, sometime in January 2007 the petitioner No.1 and 2 asked for the keys of the said property so that they could live in the said property.

4. The keys of the said property were handed over by the complainant, along with her belongings therein. Allegedly, thereafter, when the respondent No.2/complainant visited the said property on 31.10.2019 she noticed that construction works were going on and her belongings were not there. When she confronted one Anuradha Sharma, she was told that she had received the instructions for construction from petitioner No.1. Later, when the respondent No. 2 confronted the petitioner No.1 stating that she was the owner of the said property as per the Will dated 05.04.2005. She was told that the said property belongs to him as he is the sole son of their father.
5. Subsequently, after repeated requests, when the construction works did not stop, the respondent No.2 was constrained to lodge the complaint. Thereafter, the respondent No. 2 moved before the Dwarka Courts whereby when the accused persons filed their reply. The respondent No.2 was shocked to discover that the accused persons namely Ashok Malhotra, Geeta Malhotra, Anuradha Sharma and Chintu Sharma along with Poonam Sharma and Ravi Khanna hatched a criminal conspiracy by forging and faking documents and sold the said property to Anuradha Sharma, Anil Sharma, Chintu Sharma.



6. It has been alleged that despite being aware of the fact that after the demise of their father, the said property belonged to the complainant. The accused persons - Ravi Khanna and Poonam Khanna gave forged documents of the complainant's house in the name of petitioner No. 1/Ashok Malhotra, on the basis which, the petitioner No.1 got the freehold from DDA and got the sales deed of complainant's house (said property) in the name of Anuradha Sharma. Thus, respondent No.2 discovered that petitioner no. 1 has made a fake Will of their father along with the accused persons.
7. Basis this allegation, the respondent No. 2 filed a complaint against the petitioners and some other persons, which culminated into the present FIR. Chargesheet has been filed qua the petitioner Nos. 1 and 2 under sections 420/467/468/471/120B, IPC and the matter is pending adjudication before the Ld. MM, Dwarka Courts.
8. Ld. Counsel submits that however while the proceedings were underway, the matter was referred to mediation as the parties were family members and there was a possibility of an amicable settlement. It is pertinent to mention that the sister of the respondent No.2 and petitioner No. 1 namely Charu Sachdeva also joined in the mediation proceedings, given that Ms. Charu Sachdeva being the Legal Heir of Late Sh. Ramesh Kumar Malhotra also had an equal share in the said property.
9. It has been submitted that the parties have amicably and voluntarily settled all their disputes vide settlement agreement dated 16.11.2022



before the Mediation Centre, Dwarka Courts on the following terms and conditions:

“5.

(a) The defendant No. 2 shall pay a total sum of Rs. 48,00,000/- (rupees forty eight lacs only) in total to the plaintiff as full and final settlement towards the present suit in eight installments by way of RTGS/NEFT/Online Transfer/DO/cheque as under:-

(b) First two installment of Rs. 6,00,000/- (rupees six lacs only) has been paid today by way of two cheques bearing No. 000110 for a sum of Rs. 3,00,000/- (rupees three lacs only) dated 16.11.2022 to the plaintiff and the plaintiff acknowledged the receipt of the same and cheque bearing No. 000112 for a sum of Rs. 3,00,000/- (rupees three lacs only) respectively dated 23.11.2022 both drawn on HDFC Bank, West Punjabi Bagh Branch, New Delhi to Ms. Charu Sachdeva (real sister of the defendant No.2) and Ms. Charu Sachdeva acknowledged the receipt of the same.

(c) third installment of Rs. 6,00,000/- (rupees six lacs only) Rs. 3,00,000/- (rupees three lacs only) each shall be paid by the defendant No. 2 to the plaintiff and the other sister Ms. Charu Sachdeva on or before 10.12.2022.

(d) fourth installment of Rs. 6,00,000/- (rupees six lacs only) Rs. 3,00,000/- (rupees three lacs only) each shall be paid by the defendant No.2 to the plaintiff and the other sister Ms. Charu Sachdeva on or before 10.01.2023.

(e) fifth installment of Rs. 6,00,000/- (rupees six lacs only) Rs. 3,00,000/- (rupees three lacs only) each shall be paid by



the defendant No.2 to the plaintiff and the other sister Ms. Charu Sachdeva on or before 10.02.2023.

(f) sixth installment of Rs. 6,00,000/- (rupees six lacs only) Rs. 3,00,000/- (rupees three lacs only) each shall be paid by the defendant No.2 to the plaintiff and the other sister Ms. Charu Sachdeva on or before 10.03.2023.

(g) seventh installment of Rs. 6,00,000/- {rupees six lacs only} Rs. 3,00,000/- (rupees three lacs only) each shall be paid by the defendant No.2 to the plaintiff and the other sister Ms. Charu Sachdeva on or before 31.03.2023.

(h) eight and last installment of Rs. 12,00,000/- (Rupees twelve lacs only) shall be paid by the defendant No. 2 to the plaintiff and Ms. Charu Sachdeva (real sister of the defendant No.2) at the time of quashing of FIR No. 77/2021 State Vs. Ashok Malhotra & Ors. Under Section 420/467/468/471/34 IPC, PS Janak Puri, pending in the Court of Ms. Bharti Beniwal, Ld. M. M. Dwarka Courts, New Delhi. The defendant No. 2 shall file a petition for quashing of the above mentioned FIR before the Hon'ble High Court of Delhi on or before 30.04.2023. The plaintiff and the other sister has agreed to cooperate with defendants in that regard.

(i) The plaintiff shall handover the original documents of the property bearing No. ASB/90B. Janakpuri, New Delhi-110058 at the time of quashing of the FIR before the Hon'ble High Court of Delhi.

(j) The plaintiff shall make the appropriate statement for withdrawal/disposal of the present case within one week from the date of passing of the quashing order.



(k) The plaintiff and the other sister shall not challenge the sale deed dated 04.07.2019 executed by the defendant No. 2 in favour of defendant No. 5.

6. Parties agree that they have no other claim against each other except as stated in the case referred for mediation. The parties further undertake that they shall not file any case or complaint against each other with respect to the present cause of action.

7. 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.

8. The parties shall be bound by the terms and conditions as mentioned above.

9. In case, any of the above party does not abide by the terms and conditions of this settlement, the other party shall be at liberty to take appropriate action as per law.

10. All the parties shall bear their respective cost of litigation.

11. By signing this settlement, parties state that they have no further claims or demands against each other with respect to the present case as well as connected case mentioned above and all the disputes and differences in this regard have been amicably settled by the parties hereto during the process of mediation.”

10. Ld. Counsel submits that in terms of the above settlement, the entire settled amount has been paid, except for an amount of Rs. 12,00,000/- which shall be paid today in the court. Ld. Counsel submits that since the present dispute arose due to misunderstandings, which now stands



amicably resolved, and no grievance is remaining against each other. Thus, continuing with the present FIR will serve no useful purpose and will cause prejudice to the petitioners.

11. The parties are present and have been duly identified by the IO. Respondent No.2/complainant states that she has amicably settled the entire dispute with the petitioners and has no remaining grievance against them. She states that she has entered into the settlement voluntarily, out of her free will, without any fear, force or coercion. Today, two demand drafts bearing DD Nos. 002163 (in the name of Heena Puri) & 002164 (in the name of Charu Sachdeva) both dated 24.07.2023 drawn on HDFC Bank in the sum of Rs. 6,00,000/- each have been handed over to the respondent no.2 in court. Respondent No.2 states that now she has received the entire settled amount from the petitioners. She states that she has no objection if the present FIR and all the consequent proceedings emanating therefrom are quashed. She states that she is making this statement voluntarily, without any fear, force or coercion.
12. I have considered the submissions. Admittedly, the parties herein are family members and the dispute between them arose over the title and ownership of the said property bearing House No. A5B/90B, Janak Puri, New Delhi. The perusal of the chargesheet indicates that after thorough investigation, the charge sheet was only filed only against petitioner nos. 1 and 2. The investigation also concluded that no offence was made out against accused persons namely Anuradha Sharma and Ravi Khanna. However now the matter is stated to have



been amicably and voluntarily resolved before the Mediation Centre, Dwarka Courts on 16.11.2022. The complainant has been paid the entire settled amount as per the agreement. The complainant no longer wishes to pursue the present complaint. Since, nothing remains in the present dispute, which has been amicably settled, the present FIR and the consequent proceedings emanating therefrom are liable to be quashed as no fruitful purpose would be served by keeping the present FIR and the proceedings arising thereof pending.

13. Section 482 of the Code saves the inherent power of the High Court to prevent abuse of the process of any court or to secure the ends of justice. In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the Court must evaluate whether the ends of justice would justify the exercise of the inherent power. The decision as to whether a criminal proceeding or FIR should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case. The main aim is to do real, complete and substantial justice. 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 or bleak chance of conviction, it is better to put a quietus to the litigation so as to prevent the abuse of the process of the Court and to secure the ends of justice.
14. However, before quashing of the FIR it is deemed appropriate that the petitioners should be directed to do some social work.



15. Petitioners nos. 1 and 2 are directed to deposit Rs. 25,000/- with the Advocates' Welfare Fund, Delhi High Court.
16. In view of the totality of facts and circumstances of the case, FIR No. 0077/2021 dated 12.03.2021 registered under Sections 420/468/471/34 IPC at PS Janak Puri and all the proceedings arising therefrom are quashed.
17. Accordingly, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 25, 2023

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