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

+ CRL.M.C. 5863/2022

MR. PUNEET @ DEEPAK & ORS. & ORS. Petitioners

Through: Mr. Amar Khera, Advocate.

versus

STATE OF NCT OF DELHI THROUGH STANDING COUNSEL &
ANR. Respondents

Through: Mr. Amit Sahni, APP for the State
with SI Amit Kumar, PS Pandav
Nagar with SI Amit Kumar, PS
Pandav Nagar.

Mr. Vijay Kinger with Ms. Reopa
Nagpal and Mr. Ashwani Gehlot,
Advocates for respondent No.2 with
respondent No.2 in person.

+ CRL.M.C. 4758/2022

RAM SHARAN & ORS. Petitioners

Through: Mr. Vijay Kinger with Ms. Reopa
Nagpal and Mr. Ashwani Gehlot,
Advocates with petitioners in person.

versus

STATE -GOVT. OF NCT OF DELHI & ANR. Respondents

Through: Mr. Digam Singh Dagar, APP for the State.

Mr. Amar Khera, Advocate for respondent No.2.

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Date of Decision: 06th February, 2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.C. 5863/2022 & CRL.M.C. 4758/2022

1. The present petition has been filed seeking quashing of F.I.R No.1100/2014 under section 420/467/468/471 IPC registered at PS Pandav Nagar.
2. Briefly stated facts of the case are that an FIR was lodged on the basis of complaint of respondent no.2 wherein it is alleged that petitioners had committed the offence of cheating, fraud, and forgery by fabrication of documents of property No. F-46/1, Janta Garden, Pandav Nagar, Delhi. and thereafter transferring the said property by illegal means through the fabricated documents. All the parties to the present petition are related to each other and due to the disputes and discords, the parties had lodged complaints against each other.
3. In the connected petition, i.e., Crl.M.C. 4758/2022, the petitioners are seeking quashing of summoning order dated 27.01.2011 passed by Ld. MM,

(East)-03/KKD, in Complaint Case No.2445A/2009 titled as “*Puneet Kumar versus Ram Sharan & Ors.,*” on similar lines and in compliance with the same terms as contained in the settlement reached.

4. It is submitted that the parties have reached at an amicable settlement vide settlement deed dated 06.04.2022 at Delhi Mediation Centre, Karkardooma Courts, Delhi. It is further submitted that in view of the settlement deed and with a view to give quietus to their disputes the FIR along with the summoning order dated 27.01.2011 maybe quashed.

5. The terms and conditions of the settlement deed dated 06.04.2022 are as follows:-

“1. It is agreed between the parties that Ms. Suoena is hereby relinquishing her share in the suit property.

2. It is agreed between the parties that out of the total share i.e. 75 sq. yards, 57 sq. yards of the suit property is in possession of the plaintiff and remaining 18 sq. yds is in joint possession of defendant no. 1 & 3. It is agreed between the parties that the plaintiff shall transfer his above stated 18 sq. yards portion of the suit property in favour of defendant no. 1 & defendant no. 3 in lieu of an amount of Rs.36,00,000/- (Rs. Thirty Six Lakhs only) which shall be paid by the defendant no.1 & defendant no. 3 jointly to the plaintiff in three equal installments of Rs.12,00,000/- (Rs. Twelve Lakhs only) each in the following manner:-

a) First installment by way of DD/RTGS/NEFT within 10 days from today at the time withdrawal of above stated civil suit titled 'Sunena Vs. Puneet Kumar' from the respective courts concerned.

b) Second installment by way of DD/RTGS/NEFT on or before 30.04.2022 at the time withdrawal present suit from the court concerned.

c) Third installment by way of DD/RTGS/NEFT at the time of execution of sale deed qua 18 sq. yards portion of the suit property in favour of the defendant no.1 & defendant no. 3 as agreed herein above i.e. on or before 25.05.2022.

3. It is agreed between the parties that within one month of execution of sale deed, as agreed herein above, Sh.Ram Sharan shall cooperate with plaintiff Puneet Kumar in quashing of FIR No. 11 00/2014, PS Mayur Vihar, U/s. 420/467 /468/471 IPC. This settlement is however subject to ratio of the judgments in the cases 'Vinod Kumar & Others V. Govt. of NCT of Delhi and Anr.' dated 27.1.2020 (in Crl. MC No. 4286/2009), "Birender Kr & Anr. V. State of Delhi & Anr.' dated 17.1.2020 (in Crl.MC 214/2020) as well as "Rakesh Jain & Ors. V State & Anr.' dated 06.09.2019 (in Crl. MC No. 2935/2019) and in that context the undersigned has also made preliminary scrutiny of the facts so as to satisfy the aspect of possibility for recording this statement that may be acceptable to the Hon'ble High Court of Delhi bearing in mind the law governing the compounding of the offences or exercise of power of Hon'ble High Court under section 482 Cr.PC Parties have been made clear that the outcome of the quashing petition shall be as per merits of the petition itself and this settlement does not confer a right thereto

4. It is stated by the parties that there is another property i.e. plot no. 1205, Pocket No C-1, Sector-34, Rohini, admeasuring 32 sq. yards, which is in the joint names of Late Sh. Gopal Krishan, defendant No.1 Sh. Ram Sharan and defendant no. 3 Sh. Praveen Kumar. It is agreed between the parties that the defendant no. 1 & defendant no. 3 shall relinquish their shares in the said property at Rohini in favour of Sh. Puneet Kumar, the plaintiff and defendant no. 1 and defendant no. 3 shall cooperate with the plaintiff in completing the required formalities.

5. *It is agreed between the parties that Ms. Sunena is hereby relinquishing her share in property i.e. plot no. 1205, Pocket No C-1, Sector-34, Rohini, admeasuring 32 sq. yards in favour of the plaintiff Sh. Puneet Kumar.*

6. *It is agreed between the parties that they shall make appropriate statement in terms of the present settlement before the court concerned.*

7. *It is agreed between the parties that in case of breach/ violation/ willful/deliberate disobedience, the party breaching the terms shall be liable for contempt proceedings and the party aggrieved shall be entitled for status quo-ante in every possibly way.*

8. *That both the parties have agreed on each and every terms recorded in the settlement agreement after carefully reading over in vernacular and fully understanding and appreciating the contents, scope and effect thereof as also the consequences of the breach thereof.*

9. *That the defaulting party would return all the benefits/ advantages/privileges that have enured in its favour and both the parties would be restored to the position that was before they had arrived at such a settlement agreement.*

10. *It is agreed between the parties that the settlement has been arrived at between the parties out of their own freewill, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form, whatsoever, and the settlement agreement has correctly recorded the said agreed terms.*

11. *That both the parties undertake that they will abide by and be bound by the agreed terms/stipulations of the settlement agreement.”*

6. The parties are present and state that they have entered into the settlement amicably out of their own freewill, volition and consent without any fear, force or coercion.

7. It is time and again reiterated by the Apex court and this court that where the dispute is predominantly private in nature and do not have a serious impact on the society 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 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.

8. Taking into account the facts and circumstances of the case, I consider that there would be no purpose of continuing with the present proceedings. The parties have reached at an amicable settlement. In view of the settlement deed, the case F.I.R No.1100/2014 under section 420/467/468/471 IPC registered at PS Pandav Nagar and the summoning order dated 27.01.2011, passed by Ld. MM, (East)-03/KKD, Delhi, in Complaint Case No.2445A/2009 titled as "*Puneet Kumar versus Ram Sharan & Ors.*" are quashed along with all other proceedings emanating therefrom.

9. The present petition is disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 06, 2023
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