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

+ **W.P.(CRL) 106/2016**

JAGBIR SINGH CHAUDHARY & ANR.

..... Petitioners

Through: Mr. Sanjay Kr. Mishra, Advocate
alongwith petitioners in person.

versus

STATE & ANR.

..... Respondents

Through: Mr. Yasir Rauf Ansari, ASC (Crl.) for
the State with Mr. Alok Sharma and
Mr. Vasu Agarwal, Advocates.
SI Manoj Kumar, PS Dwarka South.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

13.02.2024

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1. The present petition filed under Article 226 of the Constitution of India read with Section 482 of the Cr.P.C. seeks quashing of the FIR No. 120/2012, under Sections 406/419/420/467/468/471/120B of the IPC, registered at P.S. Dwarka South, Delhi and all other consequential proceedings emanating therefrom, including the chargesheet pending before the court of Ms. Kratika Chaturvedi, learned Chief Metropolitan Magistrate, South-West Dwarka Courts, Delhi.

2. Learned counsel appearing on behalf of the petitioners submits that during the pendency of the aforesaid proceedings, petitioners and respondent no. 2/complainant has arrived at the following settlement dated 09.09.2013 before the Delhi High Court Mediation and Conciliation Centre (Annexure P-2):

“The following settlement has been arrived at between the Parties hereto:

a) The Respondent No. 2/Complainant has brought the cancellation deed



dated 09.09.2013 of the agreement to sell dated 29.08.2011 duly signed by Shri Kule Singh as well as the original of the agreement to sell from Shri Kule Singh. Petitioner No.1 has signed the cancellation deed dated 09.09.2013 today in the Delhi High Court Mediation and Conciliation Centre.

b) The Petitioner No.2 has also signed with the Complainant/Respondent No.2, a cancellation deed dated 09.09.2013, today in respect of agreement to sell dated 19.08.2011. The Complainant/Respondent No.2 has also given the original agreement to sell dated 19.08.2011.

c) That the Petitioners have no objection if Rs. 7 lakhs deposited by them with the Registrar General of this Hon'ble Court is released to the Complainant namely Shri Karambeer. The Complainant has agreed to receive the said amount in full and final settlement of all his claims qua the Petitioners.

d) The original cancellation deeds, both dated 09.09.2013 and the original sale agreements dated 19.08.2011 and dated 29.08.2011 are attached with the Settlement Agreement.

e) The Petitioners are free to deal with their said property i.e. Flat No. 18-B, First Floor, Sector-6, Pocket-2, Dwarka, in the manner they desire.

f) The Petitioners shall file petition under Section 482 Cr.P.C. for quashing of the said FIR within 30 (thirty) days of this Settlement Agreement and the Complainant namely Shri Karambeer shall give his affidavit of no objection to the quashing of the said FIR along with ID proof and photograph to the Petitioners within seven days of this Settlement Agreement.”

3. Learned counsel appearing on behalf of the petitioners submits that the terms of the settlement have been completed.

4. Status report dated 24.04.2019 authored by SHO Ram Niwas, PS Dwarka (South) records as under:

“4. That during the course of investigation the complainants Shri Karambir Singh and Sh. Kule Singh were served with notice U/S 91 Cr.P.C. to produce the original copy of the their agreement to sell which was executed with the petitioners regarding the property i.e. flat no. 18B,



First floor, Pocket 2, Sector 6 Dwarka, New Delhi. However, the complainants have not provided with the copy of the same. On inquiry, they stated that they have settled the dispute with the petitioners and the papers related to the property are also not in their possession.”

5. Another status report dated 28.02.2023, authored by SHO P.S. Dwarka South, records that the respondent no. 2/complainant, namely, Karambir succumbed to an illness and passed away on 16.07.2020. Thereafter another report has been filed by Insp. Ashish Kumar Dubey, SHO Dwarka South, wherein it has been stated as under:

“That as per the directions of this Hon'ble Court, inquiry regarding the transaction and the status of money given by the Petitioner/Accused to the Complainant was carried out and a notice U/s 91 Cr.P.C. was given to the UCO Bank, Branch - Delhi High Court, to provide the details of the DD issued in the name of the Registrar General, Hon'ble Delhi High Court. In its reply, UCO bank has provided in the details that Rs. 7 Lakh only were transferred to the bank account of the Registrar General of the Hon'ble High Court and further transferred in the account of the Complainant, Mr. Karambir Singh.

That to conduct the inquiry regarding the account details of Complainant, Mr. Karambir Singh to which the amount was transferred, statement of Ms. Sweety W/o Late Mr. Karambir Singh was recorded in which she stated that she remembers that her husband told her that they had received the said amount of Rs. 7 Lakhs but he had not told her about the specific account in which the money was received and now she also does not remember about the details of that account.”

6. Learned Additional Standing Counsel for the State, on instructions



from the Investigating Officer, submits that statement of the wife of the complainant has been recorded who also verified the factum of the aforesaid compromise.

7. Petitioners are present before the Court and have been duly identified by their respective counsel, as well as the Investigating Officer, SI Manoj Kumar, PS Dwarka South, Delhi.

8. In view of the settlement between the parties, learned APP for the State also has no objection if the present FIR is quashed.

9. In *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, the Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

“61. ... In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

10. In view of the aforesaid circumstances, and the fact that the parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 120/2012, under Sections 406/419/420/467/468/471/120B of the IPC, registered at P.S. Dwarka South, Delhi and all other consequential proceedings emanating therefrom, including the chargesheet pending before the court of Ms. Kratika Chaturvedi, learned Chief Metropolitan Magistrate, South-West Dwarka Courts, Delhi.



11. In the interest of justice, the petition is allowed, and the FIR No. 120/2012, under Sections 406/419/420/467/468/471/120B of the IPC, registered at P.S. Dwarka South, Delhi and all other consequential proceedings emanating therefrom, including the chargesheet pending before the court of Ms. Kratika Chaturvedi, learned Chief Metropolitan Magistrate, South-West Dwarka Courts, Delhi, is hereby quashed.
12. Petition is allowed and disposed of accordingly.
13. Pending application(s), if any, also stand disposed of.

AMIT SHARMA, J

FEBRUARY 13, 2024/sn