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

+ **CRL.M.C. 2468/2024 & CRL.M.A. 9403/2024**

JATIN MADAN & ANR.

.....Petitioners

Through: Mr. Manohar Naagar, Advocate with
P-1 in person.
P-2 appearing through VC.

versus

STATE & ORS.

.....Respondents

Through: Mr. Hemant Mehla, APP for State.
Mr. Manu Padalia, Mr. Rajiv Mishra,
Ms. Surbhi Singer & Ms. Suruchi
Yadav, Advocates for R-2 to 4 with
R-2 to 4 in person.
S.I. Maya Sharma, PS Preet Vihar,
Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

16.08.2024

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1. The present Petition under Section 482 of the Code of Civil Procedure, 1973 (*hereinafter referred to as "Cr.P.C., 1973"*) has been filed on behalf of the petitioners seeking to quash the Criminal Case No. 7013/2016 and FIR No. 496/2013 registered under Sections 420/468/471/120B of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC, 1860"*) at Police Station Preet Vihar, Delhi.

2. Brief facts of the case are that the petitioners and the respondent Nos. 2 to 4 are relatives. Due to some disputes in regard to the transfer of the properties in the name of deceased-Surdiner Kumar Madan by submitting the Relinquishment Deed/executing Agreement to Sell, the



complainant-Jatinder Kumar Madan had lodged the present FIR against his brother Surinder Kumar Madan (since deceased), nephew Jatin Madan (petitioner No. 1) and Narender Kapoor, brother-in-law of Surinder Kumar Madan (petitioner No. 2).

3. It is submitted that now multiple Civil Suits and criminal litigation have been initiated *inter se* the parties.

4. It is further submitted that Shri Surinder Kumar Madan, who is the main person, has already died.

5. It is also submitted that during the pendency of litigations, the petitioners and the respondent Nos. 2 to 4 have settled all the disputes between them in the Delhi High Court Mediation and Conciliation Centre *vide* Settlement Agreement dated 24.08.2023 which *inter alia* states that: -

- (i) That the petitioner No. 1 has already paid a total sum of Rs. 1,20,00,000/- to the respondent No. 2 towards all the claims which also includes the balance amount of Rs. 35,00,000/- agreed to be given *vide* earlier Settlement dated 14.05.2007,
- (ii) That the petitioner No. 1 shall transfer the Property bearing No. C-434, Nirman Vihar, Delhi and Property bearing No. 427, Gali Chandiwali, Paharganj, New Delhi to the respondent No. 2 within three months of quashing of present FIR,
- (iii) That the parties have agreed to withdraw the Civil Suits bearing No. CS(OS) 1161/2008 and CS(OS) 182/2010 and the present FIR and the petitioner No. 1 shall transfer the rights and title of the aforesaid two properties in favour of respondent No. 2 along with relevant documents thereof,
- (iv) That the respondent No. 2 shall writ letters/applications for



withdrawal of all complaints and complainants filed by Late Jatinder Kumar Madan before the concerned authorities in respect of Industrial Plot No. A-219, Bawana Delhi. In case the Lease Deed in respect of the said Plot at Bawana is restored back in favour of the petitioner No. 1, the respondent No.2 and her legal heirs/assignees shall not claim any right and title in the said Plot along with building constructed on the same from the petitioner No. 1,

(v) That the petitioner No. 1 shall not claim any right from the respondent No. 2 in Shop No. 87, Municipal Market, Janpath, New Delhi,

(vi) That the respondent No. 2 shall move appropriate applications/letters for withdrawal of all Suits and other complaints pending before different Courts/forum/Authorities in respect of the properties owned by Late Surinder Kumar Madan,

(vii) That the respondent No. 2 shall also cooperate the petitioner No. 1 in getting the present FIR quashed.

6. In view of the Settlement Agreement dated 24.08.2023, the present petition has been filed.

7. It is submitted that the Chargesheet has also been filed.

8. The petitioner and the respondent Nos. 2 and 3 are present in person in the Court today, and they have been identified by their counsel and Investigating Officer concerned.

9. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Agreement dated 03.07.2020 and thus, no fruitful purpose will be served in continuing with the FIR.

10. The present petition has been signed by the petitioners and is



supported by their affidavits. The parties have endorsed and reaffirmed the terms of the settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

11. Today, the respondent Nos. 2 and 4, who are present in the Court, state that they have settled all the disputes with the petitioners and have no objection if the FIR is quashed as well as Cr.Case No. 7013/2016.

12. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the parties involved in the present matter are relatives and no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR as well as Cr.Case No. 7013/2016 and the proceedings pursuant thereto.

13. Moreover, there is no legal impediment in quashing the FIR as well as Cr.Case No. 7013/2016 in question.

14. Accordingly, FIR bearing No. 496/2013 registered at Police Station Preet Vihar, Delhi, for offences punishable under Sections 420/468/471/120B of IPC, 1860, the Chargesheet as well as Cr.Case No. 7013/2016 and all consequential proceedings emanating therefrom are quashed.

15. The petition along with pending application stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 16, 2024

S.Sharma