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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 3533/2024**
KARAN SINGH & ANRPetitioners
Through: None.

versus

STATE OF NCT OF DELHI AND ORS.Respondents
Through: Mr. Laksh Khanna, APP for State
with SI Sandeep PS Malviya Nagar,
New Delhi.
Mr. Rishi Bhardwaj, Advocate for
applicant/respondent no.3.

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

ORDER

% **24.12.2024**

CRL.M.A.39297/2024 (Exemption)

1. Allowed, subject to all just exceptions.
2. The application stands disposed of.

CRL.M.A. 39296/2024 (for recalling of order dt. 03.05.2024 by respondent no.3)

1. By way of present application, the applicant/respondent no.3 seeks recall of the order dated 03.05.2024, whereby considering the MoU entered into between the parties, the FIR was quashed.
2. Learned counsel for the applicant/respondent no.3 submits that the petitioners have not complied with the terms of the MoU and in this regard, refers to paragraph 1 thereof.
3. Issue notice.
4. Learned APP for State accepts notice and contests the application by



contending that on 03.05.2024, the order was passed in the presence of respondent No.3 as well as counsel for the respondent No.3, who stated that respondent No.3 was left with no claim or grievance against the petitioners.

5. A perusal of the order dated 03.05.2024 would show that respondent No.3 was present in person along with his counsel and he was also identified by the police officer present in Court.

6. The instant petition was premised on the basis of a settlement arrived vide MoU dated 12.04.2024. The petition is accompanied by an affidavit of respondent No.3, wherein he had stated that he had entered into the settlement with the petitioners out of his own free will and without any force or coercion. It was further stated that he had no objection if the petition is allowed and the FIR is quashed. As noted above, a similar statement was made in the Court on that date. Even a perusal of the MoU would show that though learned counsel for the applicant has referred to clause 1 of the MoU to submit that the petitioner agreed to honour all future investments, however, the same is not the concern of the Court at the time of quashing of the FIR since the clause pertains to future investment and with the quashing of the FIR, no dispute remains pending. In case of any dispute arising with respect to future investments, it shall be open to the parties to address the same through legal remedies in accordance with the law.

7. In view of the aforesaid, I find no merit in this application and the same is accordingly dismissed.

MANOJ KUMAR OHRI, J

DECEMBER 24, 2024/rd