



2024:DHC:5818



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 01.08.2024

+ CRL.M.C. 1869/2021

VAIBHAV AGGARWAL & ANR.

.....Petitioners

Through: Mr.Tishampati Sen, Ms.Riddhi
Sancheti, Mr.Anurag Anand and
Mr.Mukul Kulhari, Advocates

versus

STATE OF NCT DELHI & ANR.

.... Respondents

Through: Ms.Meenakshi Dahiya, APP for State
with Mr.Jatin Raheja, Mr.Nikhil
Malhotra, Mr.Pushkar Khatana,
Mr.Vishal Tanwar, Mr.Nitin Soni,
Mr.Ashok Hooda, Mr.Akash Khatri
and Mr.S. Nanda, Advocates
alongwith SI Mandeep, P.S.: Saket.

Mr.Justine George, Advocate for
respondent No.2.

CORAM:**HON'BLE MR. JUSTICE ANOOP KUMAR MENDIRATTA**

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J U D G M E N T**ANOOP KUMAR MENDIRATTA, J (ORAL)**

1. Petition under Section 482 of the Code of Criminal Procedure, 1973 ('Cr.P.C.') has been preferred on behalf of the petitioners for quashing of FIR No. 114/2019, under Section 406 IPC registered at P.S.: Saket.
2. In brief, as per the case of the complainant/respondent No.2, rooms booked on behalf of respondent No.2 in 'Fab Hotels Anutham' in connection with marriage ceremony of his daughter, who is a lawyer, were



illegally cancelled by the management on the alleged ground of renovation and over booking. The same resulted in extreme harassment to respondent No.2, as alternate arrangements had to be made at the last moment. Petitioner No.1 is stated to be the CEO of the concerned group.

3. Learned counsel for the petitioners submits that petitioners are the Co-founders and Directors of the company running in the name and style of 'Fab Hotels Anutham' and are not directly responsible for each and every booking made by the clients. He submits that earlier petitioners had proposed to settle the matter with respondent No.2 by offering a cheque of Rs.1,05,793/- towards principal amount as well as interest @ 18% per annum (Rs.76,797/- towards principal amount and Rs.28,996/- towards interest). Apart from the aforesaid cheque amount of Rs.1,05,793/- as offered on 05.12.2019, petitioners are stated to be further willing to pay interest @ 10% on the principal amount of Rs.76,797/- from 05.12.2019 to 31.07.2024, whereby the total amount payable is Rs.1,41,604/-. A copy of the proposed calculation sheet for Rs.1,41,604/- has been handed over to learned counsel for respondent No.2.

4. Learned counsel for respondent No.2, on instructions of respondent No.2, submits that he has no objection to the settlement which is duly accepted by Respondent No.2 appearing through VC. Respondent No.2 further undertakes that in view of amicable resolution of disputes, he shall not further adversely communicate with the Board/Investors as requested by by learned counsel for petitioners.

5. Learned counsel for petitioners undertakes to hand over cheque/draft for sum of Rs.1,41,604/- to learned counsel for respondent No.2 in favour of respondent No.2, as agreed by the parties within a week from today.



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6. Learned APP for the State submits that in view of amicable settlement between the parties, she has no objection in case the FIR in question is quashed.

7. Petitioners and respondent No. 2 (through VC) have been identified by SI Mandeep, P.S.: Saket. Respondent No. 2 also states that nothing remains to be further adjudicated upon between the parties and he has no objection in case the FIR in question is quashed.

8. The cancellation of bookings is generally governed by the contract between the parties and in the event of cancellation, the party at default is liable to pay liquidated damages. However, cancellation is also sometimes resorted to by the hotels/management of venues, in case the booking price goes sky-rocketing due to a heavy season of marriages and functions. The same results in extreme harassment to the affected party, as at times it becomes impossible to re-book the venues. The issue whether misrepresentations were made by petitioners at time of booking or the cancellations were fraudulently carried to earn more profits is not required to be further answered in the present case, since respondent No.2 has offered a settlement, by payment of amount of Rs. 1,41,604/- as observed above.

9. Considering the facts and circumstances, since the matter has been amicably settled between the parties, no useful purpose shall be served by keeping the case pending. In view of amicable settlement between the parties, no purpose would be served by continuing the proceedings. The settlement shall promote harmony between the parties. Also, the chances of conviction are bleak in view of amicable settlement between the parties. Continuation of proceedings would be nothing but an abuse of the process of



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Court. Consequently, FIR No. 114/2019, under Section 406 IPC registered at P.S.: Saket and the proceedings emanating therefrom stand quashed, subject to payment of settlement amount.

Petition is accordingly disposed of. Pending applications, if any, also stand disposed of.

A copy of this order be forwarded to learned Trial Court for information.

ANOOP KUMAR MENDIRATTA, J.

AUGUST 01, 2024/v