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

+ **CRL.M.C. 1974/2020**

SHIVOM MINERALS LIMITED & ORS.

.....Petitioners

Through: Mr. Ashwani Kr. Dhatwalia, Ms. Iti Sharma & Mr. Aryan Jha, Advocates with P-2/Director Vikash Gupta of P-1-Company in person.
P-3 to P-7 through VC.
AR, Ramawtar Sharma of Uma Devi Sharma, Proprietor of P-8 through VC.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Ashish Pratap Singh, Advocate for R-2 with Mr. Sunil Kumar Garg, Director of R-2 in person.

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+ **CRL.M.C. 2059/2020**

SHREE GANESH ENTERPRISES AND ANOTHER & ANR.

.....Petitioners

Through: Mr. Ashwani Kr. Dhatwalia, Ms. Iti Sharma & Mr. Aryan Jha, Advocates.
P-1 & P-2 through VC.

versus

STATE AND ANOTHER & ANR.

.....Respondents

Through: Mr. Ashish Pratap Singh, Advocate for R-2 with Mr. Sunil Kumar Garg, Director of R-2 in person.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

18.09.2024

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1. The present Petitions under Section 482 of the Code of Civil Procedure, 1973 (*hereinafter referred to as “Cr.P.C., 1973”*) have been filed on behalf of the petitioners seeking to quash the FIR No. 451/2014 registered under Sections 406/420/468/471/34 of the Indian Penal Code, 1860 (*hereinafter referred to as “IPC, 1860”*) at Police Station Preet Vihar, Delhi, on the basis of Settlement Agreement dated 20.02.2020.

2. Brief facts are that the petitioner No. 1 and the respondent No. 2 entered into Memorandum of Understanding dated 10.11.2022 for envisaging supply of iron ore by respondent No. 2 to the Iron Ore Beneficiation Plant of petitioner No. 1 and in terms of Memorandum of Understanding dated 10.11.2022, the petitioner No. 1 gave four undated security cheques of Rs. 4.48 crores to the respondent No. 2 on or about 11.11.2022. Another Memorandum of Understanding dated 01.01.2023 was entered into between the petitioner No. 1 and the respondent No. 2 for joint venture business of trading of iron ore and in terms of the said Memorandum of Understanding dated 01.01.2023, the petitioner No. 1 gave three undated cheques towards proposed investment in the joint venture business. However, the said two MoUs never commenced between the parties as the respondent No. 2 could not obtain the mineral trading licence. In the meanwhile, the respondent No. 2 opened office at Rourkela, Odisha and after obtaining VAT registration, started trading of steel at Rourkela with petitioner Nos. 1, 6, 7 and 8 and other business entities of Rourkela.

3. It is submitted that as the said two MoUs could not commence due to the respondent No. 2 could not obtain the mineral trading licence and, therefore, the petitioner No. 1 requested the respondent No. 2 to return all seven cheques of Rs. 7.48 crores, and the respondent No. 2 assured the



petitioner No. 1 that he had returned two cheques of Rs. 1.68 crores and the balance five cheques would be returned soon, however, the said cheques were subsequently presented by the respondent No. 2.

4. The petitioner No. 1 being aggrieved filed the two criminal Complaint Cases i.e., 928 and 929 under Sections 406/511/418/420/34 of IPC, 1860 before SDJM Court Rourkela in pursuance to a Police Diary On 04.10.2013 which culminated in FIR Nos. 66 and 67, wherein the Chargesheets had been filed.

5. The respondent No. 2 got the present FIR registered at Police Station Preet Vihar, Delhi against the petitioner Nos. 2 to 5 alleging that the cheques of Rs. 7.48 crores issued by the petitioner No. 2 on behalf of petitioner No. 1 were dishonoured and that the Invoices No. 299 and 302 have been shown as sale to respondent No. 2 in the revised returns filed on behalf of petitioner No. 1, whereas in the original returns, these two invoices were shown as sale to Pooja Sponge Ltd.

6. It is also submitted that the petitioner Nos. 1 to 5 have earlier sought quashing of present FIR *vide* CRL.M.C. 1720/2015 before this Court, however, on the submission made by the prosecution that the Challan has been filed on 14.09.2017, the said CRL.M.C. 1720/2015 was dismissed *vide* Order dated 02.11.2018 with liberty to challenge the summoning order. The Order dated 02.11.2018 was challenged before the Apex Court *vide* SLP (CRL) No. 464-465/2019 and the same was dismissed *vide* Order dated 25.01.2019.

7. It is further submitted that during the pendency of the petitioners and the respondent No. 2 have settled all the disputes and differences between them *vide* Settlement Agreement dated 20.02.2020 in the Delhi High Court



Mediation and Conciliation Centre.

8. In view of the Settlement Agreement dated 20.02.2020, the present petition has been filed.

9. The petitioner No. 2 and the respondent No. 2 are present in person in the Court, whereas the petitioner Nos. 3 to 8 are appearing through video conferencing today, and they have been identified by their counsel and Investigating Officer concerned.

10. Today, the Demand Draft of Rs. 90,00,000/- bearing No. 544053 dated 16.09.2024 made in favour of Goodluck Traders, drawn on IDFC First Bank, Panposh Road Branch, Delhi has been handed over to the respondent No. 2 and the same has been accepted by him.

11. It is further submitted that Addendum Agreement dated 27.04.2024 has also been entered into between the parties, whereby the settlement amount has been enhanced to Rs. 5,00,00,000/- to be paid by the petitioners to the respondent No. 2.

12. The copy of the Addendum Agreement dated 27.04.2024 has been handed over in the Court, be taken on record.

13. The petitioners undertake to pay the balance amount to the respondent through RTGS during the course of the day.

14. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Agreement dated 20.02.2020 and thus, no fruitful purpose will be served in continuing with the FIR.

15. 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.



16. Today, the complainant/respondent No. 2, who is present in person, states that he has settled all the disputes and has no objection if the FIR is quashed.

17. 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 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 and the proceedings pursuant thereto.

18. Moreover, there is no legal impediment in quashing the FIR in question.

19. Accordingly, FIR bearing No. 451/2014 registered at Police Station Preet Vihar, Delhi, for offences punishable under Sections 406/420/468/471/34 of IPC, 1860 along with the Chargesheet and all consequential proceedings emanating therefrom are quashed.

20. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 18, 2024

S.Sharma