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

+ **CRL.M.C. 3519/2022 & CRL.M.A. 14755/2022**

SHANTANU KUMAR

.....Petitioner

Through: Mr. Shivam Goel (D/1473/2016),
Advocate.

versus

**THE DESIGN LEGACY THROUGH ITS PROPRIETOR MR
RISHABH AGARWAL**

.....Respondent

Through: Ms. Sonali Karwasra (D/2470/11) and
Ms. Saumya Bajaj, (D/4956/22)
Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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13.09.2024

1. Petitioner has approached this Court seeking quashing of the summoning Order dated 22.10.2021, passed by the learned Metropolitan Magistrate (NI Act), Karkardooma Courts in CC NI Act 261/2021.
2. It is stated that the Petitioner and the Complainant/Respondent have entered into a settlement agreement dated 12.09.2024. The said settlement agreement is being reproduced in its entirety and the same reads as under:

*“Mr.Rishabh Agarwal S/o Sh.Vinay Agarwal R/o G-6,
Laxmi Palace, near Shiv Mandir, Preet Vihar, Delhi-
110092 (Aadhaar No. 4002 2237 1027*

(hereinafter referred to as the "First Party");

AND

Mr.Shantanu Kumar S/o Sh Ajay Kumar R/o 2120P,



*Third Floor, Sector-57. Gurugram-122011 (Haryana)
(Aadhaar No. 8151 6300 2967)
(hereinafter referred to Second Party").*

The terms "First Party", and "Second Party" shall unless repugnant to the context thereof, mean and include their respective assigns, heirs, representatives, nominees, executors, successors, etc. Further, the parties have been collectively referred to as the "Parties".

WHEREAS the First Party is the proprietor of M/s The Design Legacy. AND WHEREAS the First Party and the father of the Second Party, i.e.Sh.Ajay Kumar, had entered into a Contract Agreement dated 17.09.2020; which was subsequently revised and fresh Contract Agreement dated 26.09.2020 was entered into for interior and civil work.

AND WHEREAS pursuant to the said Contract Agreement(s), the Second Party had issued a cheque bearing No.000048 for a sum of Rs.5,50,000/- (Rupees Five Lakhs and Fifty Thousand Only) dated 26.09.2020 drawn on M/s Kotak Mahindra Bank, Defence Colony Branch.

AND WHEREAS the father of the Second Party had terminated the aforementioned Contract Agreement(s) and requested for the return of the aforementioned cheque vide email dated 27.09.2020.

AND WHEREAS owing to the dishonour of the aforementioned cheque, the Second Party had filed a complaint under Section 138/142 of the Negotiable Instruments Act bearing CC NI Act 261/2021 titled The Design Legacy through Proprietor Rishabh Agarwal v. Shantanu Kumar, which is now pending in the Court of



Ms. Kavita Bist, Ld. JMFC (NI Act) Digital Court, East, Karkardooma Courts and now listed on 20.09.2024.

AND WHEREAS the summoning order dated 22.10.2021 passed in the aforementioned complaint case was challenged by the Second Party before the Hon'ble High Court of Delhi under Section 482 of the Code of Criminal Procedure being Crl.M.C. 3519/2022 titled Shantanu Kumar v. The Design Legacy through its Proprietor Mr. Rishabh Agarwal and the same is now listed on 13.09.2024.

AND WHEREAS in the interregnum, the Parties have reached the present amicable settlement, which is being entered into voluntarily, without any coercion or force, duly of their own free will arrived at the said Settlement Agreement with the assistance of their respective advocates.

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

- 1. That in full and final and one-time settlement of all the dues of the Second Party and/or his father Sh. Ajay Kumar, the Parties agree to settle all the claims of the First Party for a sum of Rs.90,000/- (Rupees Ninety Thousand Only).*
- 2. That the said amount of Rs.90,000/- has been paid in cash by the Second Party to the First Party and the receipt of which is hereby acknowledged by the First Party.*

That the Parties further agree that upon the execution of the present Settlement Agreement, the parties shall have no claim (past or present) whatsoever left against each other and/or their family members and all



differences have been amicably settled by the Parties.

That the Parties shall give their consent before the Hon'ble High Court for quashing the aforementioned criminal complaint AND/OR file an application before the Ld.JMFC for compounding of the said criminal complaint. For the same, the Parties shall get their statements recorded and given their undertakings to the Hon'ble High Court/LdJMFC to abide by the terms and conditions set out in the Settlement Agreement and not to dispute the same hereinafter in future. Any and all other cases/complaints shall be withdrawn by the Parties against each other and their family members.

5. It is further agreed and undertaken by the Parties that they will adhere to the terms and conditions of the present Agreement and will do all acts necessary for the expeditious compliance of the same and shall co-operate with each other and sign all the relevant documents required for the purpose of the present Agreement.

6. That the present Settlement Agreement contains to complete understanding and agreement between the parties and shall only be amended in writing with the consent of both the parties.

7. That the terms and conditions of the present Agreement have been explained and read by the Parties and they have fully understood the same. Both the Parties have also obtained the necessary legal advice from their counsel. The present Agreement is irrevocable."

3. In view of the settlement agreement arrived at between the parties, no dues remains against the cheque bearing No.000048 for a sum of Rs.5,50,000/- (Rupees Five Lakhs and Fifty Thousand Only) dated



26.09.2020 drawn on M/s Kotak Mahindra Bank, Defence Colony Branch.

4. Today, Petitioner is present in Court and Mr. Rishabh Agarwal, the proprietor of the Respondent Company, has joined the proceedings through video conferencing. They have been identified by their respective Counsels. It is stated by Mr. Rishabh Agarwal that he has received the entire sum of Rs.90,000/- from the Petitioner herein. Both the Parties that they will abide by the settlement agreement.

5. The parties are bound by the terms of the agreement and in case of breach of the same by any of the parties, then it will be seen as violation of the Orders of this Court.

6. In view of the fact that the parties have settled the matter, this Court is of the opinion that no fruitful purpose will be served in continuing the Case in question. Accordingly, summoning Order dated 22.10.2021, passed by the learned Metropolitan Magistrate (NI Act), Karkardooma Courts in CC NI Act 261/2021 and the proceedings emanating therefrom are hereby quashed.

7. The Petition along with the pending applications stands disposed of.

SUBRAMONIUM PRASAD, J

SEPTEMBER 13, 2024

Rahul