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

+ **CRL.M.C. 4198/2024**

**ANITESH GIRI GOSWAMI @NIKKU AND ANR**

..... Petitioners

Through: Ms. Nidhi, Advocate alongwith  
petitioners in person.

versus

**STATE GOVT OF NCT OF DELHI & ANR.**

..... Respondents

Through: Mr. Amit Ahlawat, APP for the State  
with Inspector Avdesh, P.S. Special  
Cell.

Ms. Komal, Advocate for R-2  
alongwith Mr. Alhad Narasinh  
Kulkarni, AR for R-2.

**CORAM:**

**HON'BLE MR. JUSTICE AMIT SHARMA**

**ORDER**

**21.05.2024**

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**CRL.M.A. 15908/2024 (Exemption)**

1. Exemption allowed, subject to just exceptions.
2. The application is accordingly disposed of.

**CRL.M.C. 4198/2024**

3. The present petition filed under Section 482 of the Cr.P.C. seeks quashing of FIR No. 97/2016, under Sections 420/468/471/120B/34 of the IPC and Sections 66/66C/66D of the Information Technology Act, 2000 registered at P.S. Economic Offences Wing (EOW), Delhi and all other



consequential proceedings emanating therefrom, including the chargesheet pending in the Court of Ms. Nabeela Wali, learned Chief Metropolitan Magistrate, Patiala House Courts, Delhi.

4. Learned counsel appearing on behalf of the petitioners submits that during the pendency of the aforesaid proceedings, the parties have arrived at a settlement *vide* settlement deed dated 04.12.2023. The terms of the said settlement are reproduced as under:

“1. That it is agreed between the Parties that the Party of the Second Part shall pay to the Party of the First Part Rs. 23,00,000/- (Rupees Twenty-Three Lakhs Only) in full and final settlement to compensate the Party of the First Part for the pecuniary losses suffered by it. Out of the said amount Rs.22,00,000/- (Rupees Twenty-Two Lakhs Only) shall be towards the losses suffered by the Party of the First Part and the balance amount of Rs. 1,00,000/- (Rupees One Lakh Only) is towards the litigation cost.

2. The Party of the Second Part represents to the Party of the First Part that at the lime of furnishing bail bonds the party of the second Part have deposited 3 FDRs with The Chief Metropolitan Magistrate Patiala House Courts, New Delhi vide following particulars/details:

| Sr. No. | A/C Number      | Date of open | Deposited Amount | Maturity Date | Maturity Amount |
|---------|-----------------|--------------|------------------|---------------|-----------------|
| 1.      | 99704000000692  | 01/10/2016   | 3,00,000/-       | 01/10/2023    | 4,87,624/-      |
| 2.      | 120504000001979 | 23/01/2018   | 1,00,000/-       | 23/01/2025    | 1,51,772/-      |
| 3.      | 099704000000544 | 10/08/2021   | 7,00,906/-       | 10/08/2026    | 9,07,504/-      |

3. It is agreed between the Parties that the Party of the Second Part shall pay to the Party of the First Part, Rs. 10,11 470/- (Ten Lacs Eleven Thousand Four Hundred Seventy Only) on the date of signing of this settlement deed by way of a Demand Draft issued by a schedule commercial bank and the balance amount Rs.12,88,530/- (Twelve Lacs Eighty Eight Thousand Five Hundred Thirty Only) (the 'balance amount') shall be paid after quashing of FLR No. 97/2016 U/s 420/468/471/120B IPC and 66/66C/66D I.T.Act by Hon'ble High Court



of Delhi.

4. That the Party of the First Part shall be entitled to receive the value of said FDRs directly from the Court in its own name for an amount of Rs. 12,88,530/-(Rupees Twelve Lacs Eighty-Eight Thousand Five Hundred Thirty Only) and the Party of the Second Part shall co-operate in release of the said amount to the Party of the First Part. In case there is a difficulty on getting the above amount released from the said Court within 30 (thirty) days of quashing of the aforementioned FIR. the Party of the Second Part shall pay the said amount by way of a Demand Draft of Rs. 12,88,530/-(Rupees Twelve Lacs Eighty-Eight Thousand Five Hundred Thirty Only) issued by a scheduled commercial bank within 60 (sixty) days of quashing of the aforementioned FIR.

5. The Party of the Second Part shall provide a security to the Party of the First Part by issuing a post-dated cheque of Rs. 12,88 530/-(Rupees Twelve Lacs Eighty-Eight Thousand Five Hundred Thirty Only) in the name of the Party of the First Part on the date of signing of this settlement which shall be returned upon receipt of balance amount.

6. The Party of the First Part will co-operate in getting the FIR quashed and secondly the Party of the First Part will co-operate with the Party of the Second Part while moving an appropriate application for compounding of offences in the Trial Court and Party of the First Part will favor the Party of the Second Part at the time of compounding.

7. The Parties acknowledge that, simultaneously with the execution of this Deed, the Party of the Second Part has handed over a Demand Draft in favour of the Party of the first Part towards part payment as noted hereinabove. The details of the Demand Draft are as follows:

Demand Draft No: 132458124

Dated: 04<sup>th</sup> DEC 2023

Bank/Branch: RAJIV CIRCLE BRANCH

Amount: 10,11,470/- (Ten Lacs Eleven Thousand Four Hundred Seventy Only)

8. The parties have agreed to the terms herein out of their free will and after careful consideration, understanding and appreciating the contents, scope and effect thereof.”

5. Petitioners and Mr. Alhad Narasinh Kulkarni, Authorised Representative of respondent no. 2/Air India Limited are present before the Court and have been duly identified by their respective counsel, as well as



the Investigating Officer, Inspector Avdesh, P.S. Special Cell.

6. Learned counsel appearing on behalf of respondent no. 2 alongwith Mr. Alhad Narasinh Kulkarni, Authorised Representative of respondent no. 2/ Air India Limited, submits that the matter has been settled with the petitioners and in terms of the aforesaid settlement a demand draft, i.e., DD No. 132458124, dated 04.12.2023, of Rs. 10,11,470/- drawn on Indian Overseas Bank, Rajiv Circle Branch, as stated hereinabove in the agreement, have already been handed in terms of the aforesaid agreement.

7. In terms of the aforesaid settlement, a post-dated security cheque bearing no. 000013, dated 03.06.2024, for Rs. 12,88,530/- drawn on Bandhan Bank, Jodhpur, has been handed over to authorised representative of respondent no. 2, who acknowledged the receipt of the same. The parties have undertaken to abide by their reciprocal obligations as agreed to in the aforesaid settlement deed. It is pointed out that an affidavit, dated 08.04.2024, of the authorised representative of the respondent no. 2 have been placed on record whereby he has stated that the aforesaid settlement deed has been arrived at out of his free will and without any coercion, undue influence, threat, duress or pressure from any person and has no objection for the quashing of the present FIR.

8. In view of the settlement between the parties, learned APP for the State also has no objection if the present FIR is quashed.

9. In *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, the Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

“61. ... In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings



would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

10. In view of the aforesaid circumstances, and the fact that the parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 97/2016, under Sections 420/468/471/120B/34 of the IPC and Sections 66/66C/66D of the Information Technology Act, 2000, registered at P.S. Economic Offences Wing (EOW), Delhi and all other consequential proceedings emanating therefrom, including the chargesheet pending in the Court of Ms. Nabeela Wali, learned Chief Metropolitan Magistrate, Patiala House Courts, Delhi.

11. In the interest of justice, the petition is allowed, and the FIR No. 97/2016, under Sections 420/468/471/120B/34 of the IPC and Sections 66/66C/66D of the Information Technology Act, 2000, registered at P.S. Economic Offences Wing (EOW), Delhi and all other consequential proceedings emanating therefrom, including the chargesheet pending in the Court of Ms. Nabeela Wali, learned Chief Metropolitan Magistrate, Patiala House Courts, Delhi, is hereby quashed, subject to cost of Rs. 15,000/- each to be deposited by the petitioners as a consolidated amount of Rs. 30,000/- with Delhi High Court Bar Association Employees Welfare Fund within 07 days from today.

12. Petition is allowed and disposed of accordingly.



13. Pending application(s), if any, also stand disposed of.

**AMIT SHARMA, J**

**MAY 21, 2024/bsr**

*Click here to check corrigendum, if any*