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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 4943/2024 & CRL.M.A. 18908/2024**
SALONI AGGARWALPetitioner

Through: Ms. Tara Narula and Mr.
Harshvardhan Jain, Advocates with
petitioner in-person.

versus

STATE (GOVT. OF NCT) OF DELHI & ORS.Respondents

Through: Mr. Utkarsh, APP for the State with
SI Reena, P.S.: Prashant Vihar.
Mr. Anil Kumar Tomar, Mr. Pradeep
Kumar, Mr. Anshul Dokhoria,
Ms. Anailu Hakung and Mr. Aashish
Gupta, Advocates for R-2 and R-3.

CORAM:
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER
28.08.2024

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Ms. Tara Narula, learned counsel appearing for the petitioner submits, that as recorded in order dated 02.07.2024, the petitioner, who was a client of respondent No.3, has now resolved her disputes with respondent No.3 in terms of Settlement Agreement dated 19.12.2023.

2. Ms. Narula submits, that in the circumstances, case FIR No. 118/2023 dated 25.03.2023 under sections 379/506 of the Indian Penal Code, 1860 ('IPC') registered at P.S.: Prashant Vihar, Delhi ('subject FIR') be quashed in terms of the settlement agreement, thereby closing all proceedings arising therefrom.
3. The petitioner is present in court.



4. Respondent No.3, who is a practicing Advocate, is also present in court along with respondent No.2, who is his clerk and the complainant in the subject FIR.
5. Respondent No.3 confirms that he is willing to accept the terms contained in Settlement Agreement dated 19.12.2023. He also confirms that pursuant to such agreement, he has received a cheque bearing No.293883 dated 18.12.2027 in the sum of Rs.2,00,000/- drawn on Yes Bank Ltd., Rajouri Garden, New Delhi from the petitioner, in full-and-final settlement of all his legal fee and expenses that he claims to be due and payable by the petitioner to him.
6. Respondent No. 3 submits that he has no objection to the subject FIR being quashed, subject to the petitioner undertaking that the cheque issued shall be honoured upon presentment at the relevant time; and in the event the cheque is lost, damaged, etc. the petitioner would be liable to pay the said sum of Rs.2,00,000/- to respondent No.3 via another cheque or by any other acceptable mode of payment.
7. The petitioner undertakes and confirms that she shall honour the terms of the settlement.
8. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all



subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.

9. In view thereof, the petition is allowed, thereby quashing case FIR No. 118/2023 dated 25.03.2023 under sections 379/506 IPC registered at P.S.: Prashant Vihar, Delhi and all proceedings arising therefrom. It is further directed that the parties shall remain bound by, and shall honour, the terms contained in Settlement Agreement dated 19.12.2023.
10. The petition is disposed-of in the above terms.
11. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

AUGUST 28, 2024/ak