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

+ **CRL.M.C. 5018/2024**

ASHISH GUPTA AND ORS.

.....Petitioners

Through: Mr. B.K. Mishra, Ms. Chhaya V. and
Mr. Vidyanshu Kumar, Advocates
with Petitioners in person.

versus

STATE AND ANR.

.....Respondents

Through: Mr. Nawal Kishore Jha, APP for the
State.
SI Vishwa, PS Bharat Nagar.
Complainant in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **04.07.2024**

CRL.M.A. 19178/2024 (Exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 5018/2024

1. The Petitioners have approached this Court by filing the instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*in short* "BNSS") read with Section 482 CrPC for quashing FIR No.532/2021 dated 08.09.2021 registered at Police Station Bharat Nagar for an offence under Section 420 IPC.
2. Material on record discloses that disputes arose between the parties regarding the sale and purchase of the property of a builder floor No.A-7 A/8, Upper Ground Floor, Rana Pratap Bagh, Delhi.
3. There were disputes regarding the amounts resulting in filing of FIR



No.532/2021 dated 08.09.2021 registered at Police Station Bharat Nagar for an offence under Section 420 IPC, which is subject matter of the instant writ petition.

4. Material on record discloses that the Petitioner filed an application for grant of anticipatory bail bearing BAIL APPLN. 4277/2021 and this Court *vide* Order dated 17.08.2023 had directed the parties to make an attempt to settle the disputes amicably and the matter was referred to Delhi High Court Mediation & Conciliation Centre. Material on record indicates that the parties have amicably settled their disputes *vide* Settlement Agreement dated 13.02.2024, which reads as under:-

“ *SETTLEMENT AGREEMENT*
This Settlement Agreement is entered into on
13.02.2024

BETWEEN

ASHISH GUPTA S/O SH. IDGENDER PRASAD GUPTA R/O C-4/2, THIRD FLOOR, RANA PRA TAP BAGH, NEW DELHI-11 0007 (WHICH EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE SUBJECT OR CONTEXT BE DEEMED TO MEAN AND INCLUDE THEIR HEIRS, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES AND ASSIGNEES) (HEREINAFTER REFERRED TO AS THE FIRST PARTY)

AND

SH. PRADEEP KUMAR GUPTA S/O SH. S.K. GUPTA R/O A-7 A/B,, UPPER GROUND FLOOR, RANA PRATAP BAGH, NEW DELHI- 110007 (WHICH EXPRESSION SHALL UNLESS EXCLUDED BY OR REPUGNANT TO THE SUBJECT OR CONTEXT BE



DEEMED TO MEAN AND INCLUDE THEIR' HEIRS, EXECUTORS, ADMINISTRATORS AND LEGAL REPRESENTATIVES AND ASSIGNEES) (HEREINAFTER REFERRED TO AS THE SECOND PARTY)

The First Party und Second Party shall individually be referred to as such and collectively as the "Parties".

WHEREAS disputes arose between the Parties with respect to the Builder Floor No.A-7 A/8, Upper Ground Floor, 19.02.2016 area measuring 272 Sq. Yds. two sides open, Rana Pratap Bagh, Delhi.

AND WHEREAS the Second Party filed the FIR No. 0532/2021 registered with PS: Bharat Nagar, North West, Delhi under Section 420 of IPC against the First Party, Sh. Juginder Prasad Gupta, Smt. Madhu Gupta w/o Sh. Juginder Prasad Gupta, M/s Leo Krafts, Sh. Dilip Khandeiwai and M/s Hero Fincorp Limited through its MD.

AND WHEREAS the First Party filed the present Bail Appln. No. 4277/2021 before the Hon'ble High Court of Delhi. AND WHEREAS the Bail Appln. 4277/2021 was referred to Samadhan (Delhi High Court Mediation and Conciliation Centre) vide Order dated 13.02.2024 passed by Hon'ble Mr. Justice Navin Chawla.

AND WHEREAS the Parties agreed that Ms. Veena Ralli, Advocate, would act as their Mediator in the matter of Mediation proceedings.

AND WHEREAS mediation session was held on 13.02.2024 and the Parties, with the intervention of respective Counsel and Ld. Mediator, have amicably



agreed to resolve all their inter-se disputes without any undue pressure and coercion by agreeing to enter into this Settlement Agreement.

The Parties, with the assistance of the Mediator have voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences on the following terms and conditions:

1. It has been agreed between the Parties that the First Party shall pay a total sum of Rs.8,77,746/- (Rupees Eight Lakhs Seventy Seven Thousand Seven Hundred and Forty Six) to the Second Party towards full and final settlement of all the claims of the Second Party against the First Party. The Parties agree that the said amount of Rs.8,77,746/- (Rupees Eight Lakhs Seventy Seven Thousand Seven Hundred and Forty Six) shall be paid by the First Party to the Second Party on or before 30.06.2024.

2. The First Party has already paid a sum of Rs.1,00,000/- (Rupees One Lakhs Only) to the Second Party at the time of signing of the present Settlement Agreement. The Second Party acknowledges the receipt of the same.

3. It has been agreed between the Parties that the balance amount of Rs.7,77,746/- (Rupees Seven Lakhs Seventy Seven Thousand Seven Hundred and Forty Six) shall be paid to the Second Party by the First Party on or before 30.06.2024 by way of NEFT /RTGS in the account of the Second Part, details whereof are as under:-

Account No : 0114000 100362956



Beneficiary Name : Pradeep Kumar Gupta
IFSC : PUNB0011400
Bank: Punjab National Bank,
Raghu Ganj, Chawri Bazar,
Delhi-110006

4. The First Party has handed over the original documents of the property i.e. Builder Floor No.A-7 N 8, Upper Ground Floor area measuring 272 Sq. Yds. two sides open, Rana Pratap Bagh, Delhi to the Second Party at the time of signing of the present Settlement Agreement. The Second Party acknowledges the receipt of the same.

5. The Parties agree that the First Party shall file a petition for quashing of the abovesaid FIR No. 0532/2021 on payment of the agreed amount of Rs 8,77,746/- (Rupees Eight Lakhs Seventy Seven Thousand Seven Hundred and Forty Six) to the Second Party as agreed herein. The Second Party agrees and undertakes to cooperate with the First Party, give No-Objection Affidavit (s) and make necessary statement(s) before this Hon'ble 'Court for quashing of the FIR No. 0532/2021 registered with Police Station: Bharat Nagar, North West Delhi under Section 420 IPC in respect of all the persons namely Ashish Gupta, Sh. Juginder Prasad Gupta, Smt. Madhu Gupta w/o Sh. Juginder Prasad Gupta, M/s Leo Krafis, Sh. Dilip Khandelwal and M/s Hero Fincorp Limited through its MD.

6. It has been agreed between the Parties that the in case of default of making payment as scheduled hereinabove, the First Party shall be liable to damages @ 10% per annum on such default till realization of the actual amount and the Second Party shall be at liberty to take legal recourse as per law.



7. The Parties agree to give their undertaking to the Hon'ble High Court of Delhi to abide by the terms and condition as stipulated herein and seek disposal of Bail Application 4277/2021 in terms of the present Settlement Agreement.

8. That the Parties undertake to not raise any claims against each other before any Court of Law, Authority, Police Station or other department in relation to the Dispute(s) as enumerated above between the Parties prior to the execution of present Agreement, and that any such complaint/petition shall be considered void ab-initio and without substance in terms of the present compromise.

9. That the present Agreement has been arrived at amongst the Parties to settle the matter amicably and by their own volition, free will and without any pressure, fear or coercion and after fully understanding the implications of having arrived at this settlement.

10. That both the Parties agree and undertake to abide by the terms and conditions of the present Agreement.”

5. It is stated by the Petitioners, who are present in Court in person, that as per the settlement agreement, the entire amount has been paid. The complainant, who is present in Court, acknowledges that he has received the entire amount as per the settlement agreement.

6. In view of the fact that the entire amount as per the settlement agreement has been paid, no useful purpose would be served in proceeding ahead with the matter and this Court is inclined to quash the said FIR and the proceedings emanating therefrom.



7. Resultantly, FIR No.532/2021 dated 08.09.2021 registered at Police Station Bharat Nagar for an offence under Section 420 IPC and the proceedings emanating therefrom are hereby quashed.
8. The petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 4, 2024
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