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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2099/2024**

KAILASH CHANDER ALIAS KAILASH DUGGAL & ORS.

.....Petitioners

Through: Mr. Mohammad Ali, Mr. Hakim Khan and Mr. Chhatresh Kumar Sahu, Advocates with petitioners.

versus

STATE NCT OF DELHI & ANR.

....Respondents

Through: Ms. Nandita Rao, ASC for the State with Mr. Amit Peswani, Advocate with SI Pawan, PS Mukherjee Nagar. Mr. Mahir Malhotra, Ms. Smriti Papreja, Mr. Devender Kumar and Ms. Prerna Chaubey, Advocates for the complainant with complainant.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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15.07.2024

CRL.M.A. 20323/2024 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

W.P.(CRL) 2099/2024

3. The Petition under Article 226 of the Constitution of India read with Section 482 CrPC, 1973 has been filed on behalf of the petitioners for quashing of FIR No. 338/2024 dated 05.05.2024 under Sections



420/467/468/471/34 of the Indian Penal Code (*hereinafter referred to as* “IPC, 1860”), registered at Police Station Mukherjee Nagar, District North West, Delhi. The Petition is supported by the affidavits of all the co-petitioners and a ‘*No Objection*’, has been given by the learned counsel for the respondent No. 2.

4. Issue notice.

5. Ms. Nandita Rao, learned Additional Standing Counsel appearing on advance notice, accepts notice on behalf of the State.

6. It is further submitted that on 05.05.2024, on the complaint of respondent No. 2, an FIR No. 338/2024 dated 05.05.2024 under Sections 420/467/468/471/34 of the IPC, got registered at Police Station Mukherjee Nagar, District North West, Delhi.

7. All the parties are present in the Court and submit that they are all related being brother, sister/the legal heirs of the deceased brother. The property’s disputes *inter se* the parties, which having been settled between them and arrived at Settlement Agreement dated 06.07.2024, wherein it was *inter alia* settled between the parties that the petitioners shall pay a sum of Rs. 52,00,000/- towards full and final settlement of all the claims of the respondent No. 2, by way of DD/Pay Order. It is also stated that the petitioners have already paid Rs. 12,00,000/- to the respondent No. 2 *vide* Demand Draft bearing Nos. 680557, 680556, 680559 and 680558, drawn on Punjab National Bank dated 21.06.2024.

8. It is further stated that the remaining sum of Rs. 40,00,000/- shall be paid by the petitioners to the respondent No. 2 and Ms. Garima Shree Duggal (daughter), Ms. Tannu Shree Lamba (daughter) and Ms. Indu Duggal (wife), the legal heirs of Mr. Kailash Chander, at the time of



quashing of the said FIR.

9. In view of the Settlement Agreement dated 06.07.2024, the present Petition has been filed.

10. The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned.

11. Four cheques for a sum Rs. 40,00,000/-, i.e the balance amount, have been handed over to the respondent No. 2 and Ms. Garima Shree Duggal (daughter), Ms. Tannu Shree Lamba (daughter) and Ms. Indu Duggal (wife), by the petitioners in the Court *vide* Bankers Cheque Nos. 680571, 680572, 680573 and 680566 dated 05.07.2024, for a sum of Rs.10,00,000/- each, made in favour of Mr. Raghav Duggal, the respondent No. 2; Ms. Garima Shree Duggal (daughter), Ms. Tannu Shree Lamba (daughter) and Ms. Indu Duggal (wife), drawn on Punjab National Bank, Delhi Nirankari Colony (North Delhi), 110009 and the same have been accepted by the respondent No. 2 and the aforesaid legal heirs of Sh. Rakesh Duggal.

12. The parties have submitted that all the disputes have been amicably settled *vide* Settlement Agreement dated 06.07.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

13. The present Petition has been signed by all the petitioners and is supported by their respective affidavits. The parties have reaffirmed the terms of the Settlement arrived at *vide* Settlement Agreement dated 06.07.2024 and they also submit that the said Settlement Deed dated 06.07.2024, has been arrived at between the parties, without any pressure and coercion.

14. Today, the complainant/respondent No. 2 and the afore-mentioned legal heirs of Mr. Rakesh Duggal, who are present in Court, state that they



have received all amounts due to them and have no objection if the FIR is quashed. The parties, who are present in the Court, undertake to remain bound by the terms of the Settlement.

15. 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 also the fact that the present matter is a family matter, 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.

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

17. Accordingly, FIR No. 338/2024 dated 05.05.2024 under Sections 420/467/468/471/34 of the IPC, got registered at Police Station Mukherjee Nagar, District North West, Delhi and all consequential proceedings emanating therefrom are quashed.

18. The Petition stands disposed of.

NEENA BANSAL KRISHNA, J

JULY 15, 2024/RS