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

+ **CRL.M.C. 5708/2024**

BHARAT KUMAR

.....Petitioner

Through: Mohd. Irfan, Mr. Raj Kumar, Mr. M.
I. Khan, Mr. Rajat Mittal and Mr.
Bhanu Pratap Singh Rana, Advocates.

versus

STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Tarang Srivastava, APP for the
State.
SI Rajesh Kumar, DIU, Dwarka, PS
Dwarka North

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

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26.07.2024

CRL.M.A. 21811/2024 (Exemption)

Allowed, subject to all just exceptions.

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1. The Petitioner has approached this Court for quashing the FIR No.133/2022 dated 19.02.2022, registered at Police Station Dwarka North, Delhi for offences punishable under Section 420 IPC on the ground that the parties have entered into an amicable settlement.

2. The allegation against the Petitioner herein is that he has committed fraud with the Respondent No.2/complainant herein and, therefore, on the complaint of the Respondent No.2, the present FIR has been registered against the Petitioner.

3. It is stated that the parties have settled all their disputes amicably by a Memorandum of Understanding (MoU) dated 01.07.2024. A copy of the said Memorandum of Understanding (MoU) dated 01.07.2024 has been annexed with the present petition as Annexure-P-3 which reads as under:

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“MEMORANDUM OF UNDERSTANDING/ SETTLEMENT DEED

This Memorandum of Understanding/Settlement Deed is executed at Delhi on 1st day of JULY 2024 between MRS.JASWANT W/O SH.SUSHIL KUMAR SINGH R70 H.No.FLAT NO.B-2/28, SRI RAM APARTMENT, PLOT NO.32, SECTOR-4, DWARKA NEW DELHI 110078 (hereinafter called the first party/complainant)

AND

SH.BHARAT KUMAR S/O LATE. SH.VIJAY KUMAR R/O H.NO.4/7, BHAGIRATHI NAGAR, SAKET PARADISE, KALYAN WEST, KALYAN, D.C. THANE, MAHARASHTRA , 421301 (hereinafter called the second party/accused)

Whereas on account of some monetary dispute, the first party lodged an FIR bearing No.133/2022 U/S 420 IPC P.S. Dwarka North, Delhi, against the second party and during the course of hearing of anticipatory bail application of the second party, both the parties settled the aforesaid dispute for a total sum of Rs.14,00,000 /- and have made this MOU on the following terms and conditions:-

- 1. That the first party is the complainant and second party is the accused.*
- 2. That both the parties have settled the dispute with respect to the above said FIR for a total sum of Rs.14,00,000/-(Rupees fourteen lac only).*
- 3. That out of the aforesaid amount the second party has paid Rs.3,00,000/- to the first party on dated.11.03.2024 vide IMPS No.407110022304.*
- 4. That thereafter, the second party has paid Rs.3,00,000/- to the first party on dated 01.04.2024 vide IMPS No.409210026940.*



5. That thereafter, today i.e. 01.07.2024, the second party has further paid the remaining total amount of Rs.8,00,000/- (Rupees Eight Lac Only) as follows:

i. Rs.3,00,000/- vide IMPS No.418310026196.

ii. Rs.2,00,000/- vide IMPS No.418310264916.

iii. Rs.2,00,000/-vide

UTR/RRNNo.HDFCR520240171011418.

iv. Rs.1,00,000/- vide IMPS No.418312046663.

6. That the first party has undertaken that she shall co-operate with the second party and shall also give NOC before the Hon'ble High court of Delhi for getting the said FIR quashed.

7. That both the parties bound themselves with the terms and conditions mentioned in this present MOU/settlement deed, which have made with their free will and consent without any force, fraud, coercion, misrepresentation and undue influence from either side.

8. That it has been further decided between both the parties that if any of the party failed to comply with the terms and condition of this MOU/Settlement deed then the other party will have full right to proceed/prosecute criminal or civil litigation against the other party in future in the competent court of law.”

4. As per the MoU, the parties have agreed to settle all their disputes amicably and it is stated by Respondent No.2/complainant that as per the settlement, the entire amount stands paid and she does not have any objection if the present FIR and all the proceedings emanating therefrom are quashed in terms of the Settlement.

5. Today, the Petitioner is present in Court and the Respondent No.2/complainant has joined the proceedings through video conferencing.



The Petitioner has been identified by his Counsel and the Investigating Officer SI Rajesh Kumar, DIU, Dwarka, PS Dwarka North. The Respondent No.2/complainant has been identified by the Investigating Officer, SI Rajesh Kumar, DIU, Dwarka, PS Dwarka North. The Complainant/Respondent No.2 states that she has settled all her disputes with the Petitioner out of her own free will, without pressure, coercion or undue influence and states that she does not want to pursue with the present case any further and request that the present FIR and the proceedings emanating therefrom may be quashed. The parties undertake that they will remain bound by the settlement and proceedings recorded before this Court.

6. The Parties understand the implication of the present proceedings. In view of the settlement arrived at between the parties, this Court is satisfied that no useful purpose would be served in continuing with the present proceedings. Resultantly, the FIR No.133/2022 dated 19.02.2022, registered at Police Station Dwarka North, Delhi for offences punishable under Section 420 IPC and the proceedings emanating therefrom are hereby quashed.

7. The petition stands disposed of in above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 26, 2024

S. Zakir