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

+ **W.P.(CRL) 2369/2024**

AJAY KUMAR

.....Petitioner

Through: Mr. Sahil Kakkar, Advocate with
Petitioner in person.

versus

THE STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Yasir Rauf Ansari
(D/1098/2008), ASC for the State
with Mr. Alok Sharma (D/8207/2021)
and Mr. Vasu Agarwal
(D/5919/2023), Advocates.

Mr. Lalit Gupta, Advocate for the
Complainant.

SI Saurabh, PS Neb Sarai

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

07.08.2024

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1. Petitioner has approached this Court seeking quashing of FIR No.373/2020, dated 19.08.2020, registered at Police Station Neb Sarai, for offences under Sections 406 IPC, on the ground that the parties have amicably settled the disputes by entering into a settlement.
2. The present Petition has been filed for quashing of the aforementioned FIR on the ground that the parties have entered into a settlement agreement dated 26.03.2022, arrived at between the parties before the Mediation Centre Saket Courts and the same reads as under:

“ *MEMORANDUM OF UNDERSTANDING (MOU)* ”



This MOU is executed at Delhi on this 26th day of March, 2022 Mrs. Lalita Gupta, W/o Late Vijay Kumar Gupta, R/o L-1, 10/550, Sangam Vihar, Delhi-110080 (hereinafter referred to as the First Party).

AND

Mrs. Shanti Devi W/o Late Shobhnath Gupta, Shri Ajay Gupta S/ o Late Shobhnath Gupta and Smt. Suman Gupta W/o Sh. Ajay Gupta - R/o L-1, 10/550, Sangam Vihar, Delhi-110080, (hereinafter jointly referred to as the Second Party).

WHEREAS the parties to this MOU related to Late Vijay Kumar Gupta being his wife as First Party and his mother, real brother and his Sister-in-law (Bhabhi) respectively as jointly referred to as Second Party.

AND WHEREAS marriage between the First Party & Late Vijay Kumar Gupta was solemnized at Delhi on 18.04. 2016 according to Hindu Rites and Ceremonies, and a baby daughter namely Miss Vanya Gupta aged about 3 years was born out of the said wedlock.

AND WHEREAS Shri Vijay Kumar Gupta unfortunately expired on 27/04/2020, leaving behind his three legal heirs namely Mrs. Lalita Gupta (Wife), Baby Vanya Gupta (Daughter) and Smt. Shanti Devi (Mother).

AND WHEREAS after the death of Late Vijay Kumar Gupta the parties to this MOU are unable to adjust with each other due to temperamental differences between them .

AND WHEREAS with the intervention of elders and well-wishers both parties have now decided to settle their respective disputes forever by way of withdrawing



their cases /complaints (and by way of their respective cooperation in quashing of FIRs filed against each other/ relatives, The details of said pending cases are annexed separately as Annexure- A .

AND WHEREAS the parties have further assured that they will not lodge/ file/ register any complaint against each other In future.

NOW THIS MEMORANDUM WITNESSETH AS UNDER:

1. That the parties to this Moll shall settle their disputes qua each other and their respective relatives as the parties despite best efforts made by them and by their well-wishers have failed to adjust with each other on account of temperamental differences.

2 . That there is no possibility or probability of both the parties to live together in future. The parties have now decided to get their respective statements recorded in terms of instant MoU before the Hon'ble courts where the cases are pending between the parties.

3. The parties hereto after signing of the present MOU are not left with any grievance against each other, therefore, in view of the same, they have further undertaken that they shall net level any allegations against each other or each other's parents/ relatives or cause to act in a manner so as to harm the reputation and image of the other, in the family or the society at large. That further the First Party shall not claim anything from the Second Parties at any point of time. All the claims of both the parties are now being settled.

4. That the First party assures that the baby daughter namely Vanya Gupta aged about 3 years shall not



claim anything from the Second parties at any point of time and the First Party hereby undertakes to bear all the expenses of upbringing, development, education, and marriage of her daughter namely Vanya Gupta all alone.

5. That the deceased Sh. Vijay Kumar Gupta has left for heavenly abode by leaving behind his following assets which are to be divided and distributed among the legal heirs in the ratio of 2/3: 1/3 to Smt. Lalita Gupta and for her minor daughter and Smt. Shanti Devi respectively and as such the following assets left behind by deceased Vijay Kumar Gupta shall be divided in the following manner:

a. LIC Policy No. 119500629 with nominee Lalita Gupta and shall completely go to Smt. Lalita Gupta only.

b. LIC Policy No. 115422738 with nominee Shanti Devi shall completely go to Smt. Shanti Devi only.

c. Amounts of the bank accounts maintained by Vijay Kumar Gupta are to be divided in 2/3: 1/3 share in the favor of Lalita Gupta and Shanti Devi respectively.

d. Rs 1, 50, 000 out of the total amounts of the Fixed Deposit lying in Kotak Mahindra Bank in the name of Vijay Kumar Gupta CRN: 98677106(Saket), GF, E-25, Saket, New Delhi-110017 will go to Smt. Shanti Devi of the Second Party and rest of the amount of this FD will go to the First Party Ms. Lalita Gupta for herself and for her minor daughter.

e. One month salary receivable from M/s Andritz Hydro Pvt. Ltd. A -24/3, MCIE , Mathura Road



New Delhi - 110044 are to be divided in 2:1 share in the favor of Lalita Gupta and Shanti Devi respectively.

f. Term insurance received from ICICI lying with M/s Andritz are to be divided in 2:1 share in the favor of Smt. Lalita Gupta and Smt. Shanti Devi respectively.

g. Amount lying with EPF/PPF related to Vijay Kumar Gupta are to be divided in 2/3:1/3 share in the favor of Lalita Gupta and Shanti Devi respectively.

h. Rs. 2,52,582/- (being 1/3 Share of total amounts Rs. 7,57,746/- received by First Party from the deceased Vijay Kumar Gupta's brother Sh. Ajay Gupta before the concerned court at the time of granting of his bail) will be paid to Smt. Shanti Devi of the Second Party by Smt. Lalita Gupta of the First Part.

6. That both the parties agree / undertake that these are the only receivables assets of Late Vijay Kumar Gupta, parties to this MoU undertakes to furnish the details of the same as and when the same are available to them and the same shall be divided and distributed in the aforesaid manner.

7. That it is settled that the parties to this MoU shall cooperate and accompany seen other for obtaining the Surviving Members Certificate in respect of death of VIJAY KUMAR GUPTA within 4 weeks from the date of this MoU and both the parties shall bear the cost equally AND That Smt. Shanti Devi of the Second Party shall give the NOC in favour of Smt. Lalita Gupta qua the Policy No. 119500629 and shall cooperate in providing the documents which shall be



submitted in LIC by Smt . Lalita Gupta.

8. That it is settled and agreed by all that after getting the Surviving Members certificate the parties shall proceed for applying for the amounts lying in EPF/PPF of the deceased Sh. Vijay Kumar Gupta. That after settling the same the parties shall settle the amount of the bank accounts of the deceased Sh. Vijay Kumar Gupta and then the First Party Smt. Lalita Gupta shall transfer the sum of Rs, 2,52, 582/- to Smt. Shanti Devi and the parties shall approach Kotak Mahindra Bank for realization of amounts in the shape of PD in the name of deceased Vijay Kumar Gupta .

9. That it is agreed that after settling the amounts received till then , the parties shall approach the office of M/s Andritz for applying for the realization of claims/ amounts lying with them in lieu of one month salary as well as term insurance in the name of deceased Vijay Kumar Gupta .

10. That it is agreed that then the First Party Smt. Lalita Gupta shall give NOC of Bike/ motor cycle named Avenger make Bajaj bearing Registration No . DL6SATZ 90S In favour of Shri Ajay Kumar Gupta party of the Second Party.

11. That it is settled that all the parties shall cooperate and accompany each other in getting the sums realized from the departments/ offices and shall distribute amongst them in the aforesaid manner as settled hereinabove.

12. That after settling of all the amounts with each other the First Party shall handover the possession of the first floor of the property No. L-1, 10/ 550, SANGAM VIHAR , DELHI to the Second Party and the First Party shall take all the items lying in the said



premises except the double bed which shall be Second Party. That the First Party shall not claim any rights in the built-up house bearing No. 1-110/550 Sangam, Vihar New Delhi- 110080 after signing of this MoU.

13 . That lastly the First Party shall cooperate and accompany the Second Party and both will jointly approach the revenue authority of village Tajpur /Jajwara , Bikapur, Ayodhya, Uttar Pradesh and get the property re-transferred in the name of Ajay Kumar Gupta of the Second Party and the First Party shall relinquish their rights in ancestral property left by deceased Vijay Kumar Gupta in favour of Shri Ajay Kumar Gupta of the Second Party.

14. That the parties to this MOU have settled all their claims/disputes amicably and have agreed not to file any case of whatsoever nature against each other as all claims arising in connection with the relationship between the parties stands completely settled. The same if found pending shall be treated as null and void.

15. That both the parties shall make no further claim/right against any movable or immovable property of each other party or their family members.

16. That it is further agreed between both the parties that they shall not create any situation which may defame or lower the replication of the parties or their family members in the society.

17. That the parties shall be free to use their course of life in the manner like and none of the other party shall raise any objection to any such step is taken by either party.

18. That both the parties have signed this mutual agreement without any fear, force or undue pressure in



the wake of their mutual understanding and shall be bound by the terms and conditions of this mutual agreement.

WHEREAS both parties have consented to this memorandum of understanding out of their own sweet will, and without any undue influence or duress and they are bound with the terms and conditions of this agreement.

In witness whereof both the parties have signed this MoU on the date and at the place mentioned above the contents of this MoU have been explained to both the parties in vernacular language and they have understood the same and have admitted the same to be correct in presence of each other and in presence of the following witnesses”

3. Today, parties are present in Court and have been identified by their respective Counsels and the Investigating Officer. The parties undertake that they will remain bound by the settlement arrived at between them and the proceedings recorded before this Court. The parties understand the implication of the present proceedings.

4. In view of the mutual settlement arrived at between the parties and in view of the fact that the instant case is squarely covered by the law laid down by the Supreme Court in Gian Singh vs. State of Punjab, (2012) 10 SCC 303, and to ensure peace and harmony between the parties, this Court is satisfied that no useful purpose will be served in continuing with the present proceedings. Resultantly, FIR No.373/2020, dated 19.08.2020, registered at Police Station Neb Sarai, for offences under Sections 406 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the mutual settlement and the undertaking given to



the Court.

8. The Petition stands disposed of in above terms. Pending applications, if any, also stand disposed of.

SUBRAMONIUM PRASAD, J

AUGUST 07, 2024

Rahul