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

+ **CRL.M.C. 6157/2024, CRL.M.A.23538/2024 (stay)**

VIJAY JAIN & ANR.

.....Petitioners

Through: Mr. Rajesh Chugh, Mr. Sandeep Kumar and Mr. Dipanshu Sharma, Advocates with petitioners (through VC).

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Ms. Richa Dhawan, APP for the State with SI Sandeep Kumar, PS Ambedkar Nagar.
Mr. Jujhar Singh & Mr. Bhushan Arora, Advocates for Respondents 3, 4, 6 & 7. R3, R4, R6 & R7 present (through VC)
Mr. Rahul rai and Mr. Sunil Singh Panwar, Advocates for Complainant.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

% **02.09.2024**

CRL.M.A. 23537/2024 (Exemption)

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

CRL.M.C. 6157/2024

3. The Petition under Section 528 of the Bharatiya Nagarik Suraksha



Sanhita (*hereinafter referred to as “B.N.S.S., 2023”*) has been filed on behalf of the petitioners, seeking to quash the FIR No. 922/2015 for the offence under Section 420/406/120-B/34 of the Indian Penal Code, 1860 (*hereinafter referred to as “IPC, 1860”*), registered at Police Station Ambedkar Nagar.

4. Issue notice.

5. Ms. Richa Dhawan, learned Additional Public Prosecutor appearing on advance notice, accepts notice on behalf of the State.

6. Mr. Vijay Jain, Ms. Vani Jain, the petitioner Nos. 1 and 2 and Mr. Prakash Srivastava (Agent), Mr. Atul Rastogi, respondent No. 4 and Mr. Puneet Aggarwal, respondent No.6 are the co-accused and present through video-conferencing. Ms. Shalini Srivastava, respondent No. 8 has died. Mr. Ram Swroop Kanojia is the complainant, who is present along with other two victims, namely, Mr. Vinod Kumar and Mr. Raju Diwakar, who all have been allegedly cheated by the accused persons.

7. Briefly stated that on 22.02.2009, the respondent No. 3, Mr. Prakash Srivastava (Agent) met Mr. Ram Swroop Kanojia/complainant, through a common friend/respondent No. 3, introduced himself as an agent of respondent No. 3 (Om Krishan Developers Pvt. Ltd.). He offered the complainant vacant plot at High Way No. 8, Delhi Jaipur Highway, Neemrana, Behror (Rajasthan). The said Project was offered in the name and style of ‘Grand Saffire World City’. Thereafter, on 24.02.2009, the respondent No. 3 booked a plot measuring 400 Sq. Yds. in the said Project and gave him Rs.1,000/- in cash towards the booking of Plot. The respondent No. 3 assured the complainant, on behalf of the respondent No. 5, that the possession of the said plot would be handed over within two years



of booking. He also assured the complainant that the minimum appreciation of 24% for two years and to repay the amount with interest of 12% p.a. to the complainant if the property would be re-sale by the respondent No. 2. It is further stated that the plan offered was 50% down payment. The complainant further alleged that he has already deposited Rs.4,45,000/- to the respondent No. 4, Mr. Om Krishna Developers. The complainant inquired about the development of the project from the respondent Nos. 3, 6, Mr. Puneet Aggarwal, respondent No. 7, Mr. Prem Shankar Gupta, Director of respondent No. 5 (Om Krishna Developers Pvt. Ltd.). It is further submitted that the complainant was forced by the respondent Nos. 3, 6 and 7, to pay the balance amount against the booking of the plot. The respondent No. 2 with his friends, who also invested in this project, went to the site but they shocked that there was no development work at the sight. It is further submitted that Mr. Narender Bajaj (Manager) of respondent No. 5 at Netaji Subhash Place, Pritam Pura Office, New Delhi, directed the respondent No. 2, to deposit the remaining amount against the booking of his plot. It is submitted by the complainant that the entire amount of Rs.4,45,000/- through A/C Payee Cheque was paid by him, which were duly credited in the account of the respondent firm. Thereafter, respondent No. 2 made his representation dated 16.09.2014 before the SHO, ACP and DCP but no action has been taken till date against the respondents.

8. On the complaint of respondent No. 2, an FIR bearing No. 922/2015 for the offence under Section 420/406/120-B/34 of the IPC, has been registered at Police Station Ambedkar Nagar.

9. It is stated that the respondent No. 2/complainant and respondent No. 6, Mr. Puneet Aggarwal and respondent No. 7, Mr. Prem Shankar Gupta,



have amicably settled all the disputes and differences between them and arrived at Settlement Deed dated 08.04.2019, before the Mediation Centre, Saket, New Delhi wherein it was *inter alia* settled between the parties that said respondents jointly and severally shall pay a total sum of Rs.17,90,000/- as full and final settlement, to Mr. Ram Swaroop, complainant, Mr. Vinod Kumar and Vimla Diwakar. It is agreed between the parties that the complainant, Mr. Vinod Kumar and Vimla Diwakar shall share the amount in equal portion. It is further agreed that respondent Nos. 6 and 7 shall pay Rs.4,00,000/- @ Rs.2,00,000/- each to the complainant, Mr. Vinod Kumar and Vimla Diwakar, by way of cash/DD on 29.04.2019, 29.05.2019 and 29.06.2019 respectively, before the learned referral court. It is further agreed that the respondent Nos. 6 and 7 shall pay Rs.2,95,000/- each to the complainant, Mr. Vinod Kumar and Vimla Diwakar, by way of cash/DD on 29.07.2019, before the learned referral court. It is further agreed that if the respondent Nos. 6 & 7 failed to pay two consecutive instalments after the abovesaid four instalments, in that eventually, they shall be liable to pay Rs.25,000/- per month as penalty to the complainant, Mr. Vinod Kumar and Vimla Diwakar, till realization of the said amount.

10. In view of the Settlement Deed dated 08.04.2019, the present petition has been filed.

11. The parties are present before this Court in-person today and have been identified by their counsel and Investigating Officer concerned. The complainant states that they have already received Rs.17,90,000/- as full and final settlement of their claim, from the accused persons and have endorsed the amicable settlement and accepted the terms thereof voluntarily.

12. The parties have submitted that all the disputes have been amicably



settled *vide* fresh Settlement Deed dated 08.04.2019 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 fresh Settlement Deed dated 08.04.2019 and they also submit that the said Settlement Deed dated 08.04.2019, has been arrived at between the parties without any pressure and coercion.

14. It is submitted that the respondent No. 2/complainant who is present in the Court, states that he has no objection if the FIR is quashed.

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, the FIR bearing No. 922/2015 for the offence under Section 420/406/120-B/34 of the IPC, registered at Police Station Ambedkar Nagar and all consequential proceedings emanating therefrom are quashed.

18. The petition stands disposed of. The pending application also stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 2, 2024/RS