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

+ **CRL.M.C. 6306/2024**

VIRENDER MOHAN TREHAN

.....Petitioner

Through: Mr. Sanjay Dewan (D/589/1991), Mr.
Anish Dewan, Ms. Garima Verma
and Mr. Aayush Dawar, Advocates.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Shoaib Haider, APP for the State.
SI Ashutosh Mishra (D-6838), PS
Mehrauli, Delhi.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **14.08.2024**

CRL.M.A. 24128/2024 (Exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 6306/2024

1. Petitioner has approached this Court seeking quashing of FIR No.1323/2014, dated 08.08.2014, registered at Police Station Mehrauli, for offences under Sections 120B/420 IPC.

2. The present Petition has been filed for quashing of the aforementioned FIRs on the ground that the parties have entered into a settlement agreement dated 30.12.2014, arrived at between the parties. The said settlement is being reproduced in its entirety and the same reads as under:

*“MEMORANDUM OF SETTLEMENT-CUM-
AGREEMENT*

THIS MEMORANDUM OF SETTLEMENT CUM-



AGREEMENT is executed on this 30th day of December, 2014 between Sh. Satyender Gupta S/o Sh. C.R. Gupta R/o Flat No. 1227, Pocket-1, Sector D, Vasant Kunj, New Delhi-110070 (hereinafter referred to as the first party)

AND

Sh. V.M. Trehan S/o Sh. Faqir Chand Trehan R/o 5-11, Kalindi Colony, New Delhi (hereinafter referred to as the second party)

The term first party and the second party unless opposed or repugnant to the context means and includes their legal heirs, successors, administrators, assignees, nominees, legal representatives, agents, servants or any other person acting on their behalf.

AND WHEREAS the first party had entered into a transaction with the second party for the transfer of the plot of land bearing No. D-135 (including D-135-A, D-135-B, D-135-C, D-135-D and D-135-E), Dr. Ambedkar Colony, Andheria More, Chhattarpur. New Delhi measuring 3,400 sq. yards being part of khasra no. 60.117,118 and accordingly the Second Party executed the transfer documents in agreement to sell, general power of attorney, possession letter, receipt, Will, under taking and affidavit on dated 29.05.2014 in favour of the first party.

AND WHEREAS after the execution of the documents between the party of the first part and the party of the second part, certain disputes arose between the parties as regards the title of the property as a result of which the party of the first part got registered a FIR bearing no. 1323/2014 at P.S. Mehrauli U/s 420/120B registered against the second party and other persons.



AND WHEREAS now both the parties in order to avoid any dispute between themselves have compromised the matter and have decided to reduce the terms of compromise in writing which are as follows:

1. That it has been agreed between the parties that the second party shall pay sum of Rs. 1, 78,000,00/- (Rupees One Crore Seventy Eight Lac Only) to the first party towards the grant bail to the second party and Sh. Mohit Khanna and Sh. Ajit Kumar, which ball application are listed before the Court of Sh. Siddharth Sharma, Ld. ASJ Saket Court, New Delhi. The above said payment shall be made in the following manner:

Rs. Fifteen Lacs by way of cheque numbers 917583 and 917586 dated 30.12.2014 drawn on Syndicate Bank, Curzon Road, New Delhi:

Rs. Five Lacs by way of Cheque bearing number 917587 dated 10.01.2015 drawn on Syndicate Bank, Curzon Road, New Delhi:

Rs. Ten Lacs by way of Cheque bearing no. 917584 dated 15.01.2015 drawn on Syndicate Bank, Curzon Road, New Delhi.

Rs. One Crore Forty Eight Lacs shall be paid by the party of the second part to the party of the first part on or before April 25th 2015.

2. That it has further been agreed between the parties that in case the second party fails to make the payment of Rs. 1,78, 000,00/- (Rupees One Crore Seventy Eight Lacs Only) to the first party in the manner stated above, the payment already made by the second par shall stand forfeited and the first party shall have the right to take all necessary action against the accused



persons.

3. That the party of the first part after receiving the said amount of Rs. One Crore Seventy Eight Lacs from the party of the first part shall not claim any right, title or interest in the property bearing no. D-135 (including D- 135-A, D-135-B, D-135-C, D-135-D, and D-135-E), Dr. Ambedkar Colony, Andheria More. Chhattarpur,, New Delhi measuring 3,400 sq. yards being part of Khasra No. 60,117,118 in respect of the documents executed between the first party and the second party and the second party shall have the right to deal with the property within their own legal rights.

4. That it has further been agreed between the parties that the present compromise is being affected qua the party of the second part and also for Mr. Mohit Khanna and Mr. Ajit Kumar only qua the bail applications. However, the first party shall have the right to proceed against the second party and the other persons named in the FIR or such other persons who may be found guilty in the subsequent investigation.

5. That it is agreed between the parties that the first party shall have the right to proceed against the second party, and other accused persons by way of proceedings with the investigation of case, filling of charge sheet or any other proceeding as may be permissible under the law.

6. That both the parties have agreed to make compliance of the terms and conditions of this MEMORANDUM OF SETTLEMENT-CUM-AGREEMENT and shall not resile from any term and condition, whatsoever.

7. That the present MEMORANDUM OF SETTLEMENT CUM- AGREEMENT has been



executed between the parties without any pressure, coercion, fraud, or undue influence from any corner and out of their own sweet will and consent and without prejudice to the rights of the first party.

8. The parties to the MEMORANDUM OF SETTLEMENT- CUM-AGREEMENT shall file a copy of the same before the Hon'ble Court wherein the bail application of the party of the second part as also that of Mr. Mohit Khanna and Mr. Ajit Kumar is pending, so that the MEMORANDUM OF SETTLEMENT- CUM-AGREEMENT is taken on the record.

9. That upon the receipt of the payment of the First Party from the second party in the mode & manner as above, the party of the first part shall not have any grievance left whatsoever against the party of the second part or Mr. Mohit Khanna and Mr. Ajit Kumar,

IN WITNESS WHEREOF the parties have put their signatures on this MEMORANDUM OF SETTLEMENT-CUM-AGREEMENT Deed on the day, month and year mentioned above in the presence of each other and in the presence of witnesses.”

3. The Petitioner is present in Court today. Respondent No.2/Complainant has joined the proceedings through video conferencing. The parties have been identified by their respective Counsels and the Investigating Officer. Respondent No.2/Complainant has also filed an affidavit affirming the fact that all the disputes with the Petitioners have been amicably settled. The Complainant/Respondent No.2 states that he has received the entire amount and has settled all the disputes with the Petitioner out of his own free will, without pressure, coercion or undue influence.

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.1323/2014, dated 08.08.2014, registered at Police Station Mehrauli, for offences under Sections 120B/420 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.

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

SUBRAMONIUM PRASAD, J

AUGUST 14, 2024

Rahul