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IN THE HIGH COURT OF DELHI AT NEW DELHI

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CRL.M.C. 1758/2024

DAVINDER KAUR & ORS.

..... Petitioners

Through: Mr. Mahendar Shukla,
Adv.
All the petitioners in
person.

versus

STATE GOVT OF NCT OF DELHI

AND ANR

..... Respondents

Through: Mr. Hitesh Vali, APP for
the State with SI
Dhananjay Gupta, PS
Rajouri Garden.
Ms. Khushboo Gupta,
Adv. for R-2.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

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05.03.2024

**CRL.M.A. 6752/2024 (exemption from filing certified / true
typed copy / legible copy of the annexures)**

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

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3. The present petition is filed under Section 482 of the Code of Criminal Procedure, 1973 ('CrPC') seeking quashing of FIR No. 425/2016 dated 15.03.2016, for offences under Sections 420/506/406/120B of the Indian Penal Code, 1860 ('IPC'), registered at Police Station Rajouri Garden. The FIR was registered on a complaint given by Respondent Nos. 2.

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Chargesheet has been filed in the present case.

4. It is alleged that the accused persons, including the petitioners and one Taranjeet Singh, who are family members, approached Respondent No.2 to sell their shop, being Shop bearing no. 30, situated at Main Market, Subhash Nagar, New Delhi, for a consideration of ₹45,00,000/-. It is alleged that Petitioner No.1 executed Agreement to Sell and Purchase dated 15.11.2014, in favour of Respondent No.2, in respect of the said shop, whereafter Respondent No.2 paid a portion of the consideration amount to Petitioner No.1.

5. It is alleged that the receipt of the said amount was acknowledged by Petitioner No.1 *vide* cash receipt dated 15.11.2014, which was signed by Petitioner No.2 and one of the sons of Petitioner No.1, namely, Taranjeet Singh. It is alleged that, even though, Respondent No.2 was willing to pay the remaining consideration amount, the accused persons refused to give the required documents for drafting the sale document to Respondent No.2 and stated that they were not interested in selling the concerned shop. Thereafter, the accused persons demanded double the consideration amount for effectuating the sale. It is alleged that the parties, after discussion, decided that the accused persons would pay a sum of ₹35,50,000/- to settle the dispute. It is alleged that three cheques were given by the accused persons for the total sum of ₹35,50,000/-. Two of the said cheques were signed by Petitioner No.3 and one was signed by Petitioner No.2. It is alleged that the concerned cheques were dishonoured. It is alleged that when Respondent No.2 demanded back the amount, the accused persons threatened him with dire consequences. This led to the lodging of the present FIR.

6. The learned counsel for the petitioners submits that the



parties live in the same vicinity and are known to each other. He submits that the dispute in question was purely financial in nature and has since been resolved.

7. He further submits that the chargesheet in the present case was filed against Taranjeet Singh as well, however, he has expired during the pendency of the case.

8. The present petition is filed on the ground that the parties have amicably settled their disputes, with the intervention of family, common friends and well-wishers, by way of Memorandum of Understanding dated 11.01.2018, on their own free will and without any coercion, fraud or threat.

9. It is submitted that the terms of the settlement have been complied with, and the amount of ₹20,00,000/- stands paid to Respondent No.2, as noted in the Settlement dated 09.02.2018, signed by Respondent No.2 and Petitioner No.1 before the Delhi Mediation Centre, Tis Hazari Courts, Delhi, in the mediation proceedings *qua* the suit for recovery that had been filed by Respondent No.2.

10. The parties are present in person in Court and have been duly identified by the Investigating Officer.

11. The parties submit that they have settled all their disputes and wish to live their lives peacefully in the future.

12. Respondent No.2, on being asked, submits that he does not have any objection if the proceedings arising out of the present FIR are quashed.

13. Offences under Sections 420/506/406 of the IPC are compoundable.

14. Keeping in view the nature of dispute and that the parties have amicably entered into a settlement, this Court feels that no useful purpose would be served by keeping the dispute alive and



continuance of the proceedings would amount to abuse of the process of Court. I am of the considered opinion that it is a fit case to exercise discretionary jurisdiction under Section 482 of the CrPC.

15. However, keeping in mind the fact that the charges have already been framed in the case arising out of FIR No. 425/2016, and the State machinery has been put to motion, ends of justice would be served if the petitioner is put to cost.

16. In view of the above, FIR No. 425/2016 and all consequential proceedings arising therefrom are quashed, subject to payment of a total cost of ₹10,000/- by the petitioners, to be deposited with the Delhi Police Welfare Fund, within a period of six weeks from date. The proof of deposit of cost be submitted to the concerned SHO.

17. The present petition is allowed of in the aforesaid terms.

AMIT MAHAJAN, J

MARCH 5, 2024

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