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

+ CRL.M.C. 9703/2024 & Crl.M.A.37221/2024

RAJESH SAINI AND ANR.

.....Petitioners

Through: Mr. Neeraj Yadav and Mr. Siddharth
Gupta, Advs.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms. Richa Dhawan, APP for the State
along with Mr. Neeraj Yadav, IO.
Mr. Gaganmeet Singh Sachdeva,
Advocate alongwith Mr. Sanjiv
Gogna, SPA of respondent No.2

CORAM:

HON'BLE MR. JUSTICE CHANDRA DHARI SINGH

ORDER

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12.12.2024

1. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 [earlier under Section 482 of the Code of Criminal Procedure, 1973 (hereinafter as the “Cr.P.C”)] read with Article 227 of the Constitution of India has been filed on behalf of the petitioners praying for quashing of FIR bearing No.181/2019, registered at Police Station - Defence Colony, New Delhi, for the offences punishable under Sections 420/34 of the Indian Penal Code, 1860 (hereinafter “IPC”).

2. Issue Notice.

3. Notice is accepted by learned APP for the State as well as Mr. Sanjiv Gogna on behalf of respondent no. 2 who is a Special Power of Attorney,



who is present in the Court.

4. The Special Power of Attorney (hereinafter “SPA”) was executed by the respondent no. 2 in favour of Mr. Sanjiv Gogna on 16th February, 2022, which is already on record.

5. The brief facts of the case are that Mr. Sanjiv Gogna came across an advertisement in the newspaper regarding the development of a colony namely “Balaji Enclave” at Lalru, Dera Basi, District SAS Nagar, Punjab. Thereafter, Mr. Gogna contacted Saini Developers and Promoters Pvt. Ltd. and showed interest in investing money in the development of the said colony. Accordingly, an agreement was entered into between the parties and a payment of Rs. 75,00,000/- was made by the respondent no. 2. After the sale of the plots in favour of the respondent no. 2, it came to her knowledge that the similar agreements were entered into by the petitioners with other parties. Therefore, the instant FIR was registered against the petitioners.

6. Learned counsel for the petitioners submitted that after rounds of negotiations, both the parties entered into settlement vide Settlement dated 25th July, 2023 before the learned Special Court (NI Act), South East District, New Delhi and Settlement Agreement dated 29th April, 2024 before the Delhi High Court Mediation and Conciliation Centre, Delhi High Court. The terms and conditions of the said settlements are mentioned in the settlement deeds which are annexed as Annexure F and Annexure G, respectively, to the instant petition.

7. It is submitted that the petitioners herein have settled all the disputes of respondent No.2 for a sum of Rs.1,05,00,000/- (Rupees One Crore Five Lakhs Only), out of which the remaining amount of Rs.15,00,000/- (Rupees Fifteen Lakhs) was agreed to be paid at the time of quashing of the present



FIR.

8. In light of the same, it is prayed that the instant FIR be quashed on the basis of Settlement Agreements dated 25th July, 2023 and 29th April, 2024 and in accordance with the settled law on this point as posited by the Hon'ble Supreme Court.

9. Learned APP for the State submitted that there is no opposition to the prayer made on behalf of the petitioners seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

10. Heard learned counsel for the parties and perused the record.

11. In the case of ***Gian Singh vs. State of Punjab***, (2012) 10 SCC 303, the Hon'ble Supreme Court observed quashing of the FIR on the basis of amicable resolution of disputes. It is further observed that if the High Court is of the view that continuation of criminal proceedings between the parties would amount to abuse of process of law despite the settlement or compromise between the parties, the same may be quashed. Furthermore, when the criminal cases are of commercial, civil or transactional nature, the same may be quashed if a settlement is arrived at between the parties as the dispute therein is private in nature.

12. The petitioners are present before this Court and have been identified by their counsel Mr. Neeraj Yadav and Investigating Officer ("IO" hereinafter), Police Station – Defence Colony, New Delhi. The SPA holder of respondent No.2 i.e., Mr. Sanjiv Gogna is also present before this Court and has been identified by her counsel Mr. Gaganmeet Singh Sachdeva and the IO.

13. On the query made by this Court, Mr. Sanjiv Gogna, the SPA holder of respondent no. 2, has categorically stated that the respondent no. 2 has



entered into compromise at his own free will and without any pressure. It is also stated by respondent No.2 that the entire dispute has been amicably settled between the parties.

14. At this stage, the petitioners have handed over a Demand Draft bearing No.079144 for the balance amount of Rs.15,00,000/- dated 26th November, 2024 in the name of respondent No.2 today in the Court. The SPA holder of respondent no. 2 has verified the particulars of the Demand Draft to his satisfaction and stated them to be correct.

15. It is further made clear that the parties shall abide by all the terms and conditions of the aforesaid settlement agreements.

16. In view of the settlement arrived at between the parties, law laid down by the Hon'ble Supreme Court, the present petition is allowed as no fruitful purpose would be served by keeping the matter pending. Accordingly, FIR bearing No.181/2019, registered at Police Station- Defence Colony, New Delhi, for the offences punishable under Sections 420/34 of the IPC and all consequential proceedings emanating therefrom are quashed.

17. The petition alongwith pending applications, if any, stand disposed of.

CHANDRA DHARI SINGH, J

DECEMBER 12, 2024
Rt/mk

Click here to check corrigendum, if any