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

+ **CRL.M.C. 3648/2017**

HINA CHETWANI & ORS

.....Petitioners

Through: Dr. Harshvir Pratap Sharma, Senior
Advocate with Mr. Amit Kumar,
Advocate.

versus

RAJKUMAR

.....Respondent

Through:

+ **W.P.(CRL) 241/2018 and CRL.M.A. Nos. 1361/2018 &
25035/2024**

HINA CHETWANI COMPANY

SECRETARY & ORS

.....Petitioners

Through: Dr. Harshvir Pratap Sharma, Senior
Advocate with Mr. Amit Kumar,
Advocate.

versus

STATE OF NCT & ANR

.....Respondents

Through: Ms. Rupali Bandhopadya, ASC for
the State.
SI Rahul Malik, DIU/East.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

28.08.2024

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1. While **CRL.M.C. 3648/2017** has been filed for quashing of proceedings under Section 138 of the Negotiable Instruments Act, 1881, **C.C. No. 1588/2017, W.P.(CRL) 241/2018** has been filed for quashing of the FIR No. 758/2017 registered at P.S. Shakarpur, Delhi under Sections 420/406/506/120B of IPC.

2. These petitions have been filed basis settlement arrived at between the parties dated 12th January 2022 between Raj Kumar Tyagi on one hand and



the accused Company KDP Buildwell Private Limited and the Director Manoj Kumar Goyal.

3. As regards the Section 138 proceedings, two other Directors being Hina Chetwani and Kavita Rani Goyal are also array as accused.

4. These matters have been on board of this Court since 2017; however, no one has appeared on behalf of the respondents in these matters. This was noted by the Court on 21st April 2023 and court notice was issued for the next date and it was stated that the notice shall indicate that if the respondent remains unrepresented on the next date, the Court will proceed with the matter regardless.

5. When the matter was listed on 22nd September 2023, no one appeared on behalf of the respondent as well as on subsequent dates, i.e. on 01st November 2023, 13th March 2023, 21st July 2024, and 22nd August 2024.

6. APP for the State, on instructions, states that the respondent was informed about the date of hearing, however, stated that he does not wish to appear but had mentioned that he has received the amount under the settlement.

7. As regards the FIR, APP for the State states that the cancellation report was filed and was accepted by the learned Trial Court on 08th December 2022. Payments were to be made as per the settlement as per the following tabulation which forms part of the settlement agreement:



S.No.	Amount (INR.)	Schedule of Payment
A	1,00,00,000 (Rs. One Crore Only)	The Second Party has already made the payment vide Demand Draft dated 01.01.2022 bearing DD no. 205000 drawn on The South Indian Bank Limited which has been duly encashed.
B	32,16,438 (Rs. Thirty- Two Lakhs Sixteen Thousand Four Hundred and Thirty- Eight Only)	The Second Party shall pay the amount of Rs. 32,16,438 /- in favor of the First Party in two equated bi-monthly installments of INR 16,08,219 each, on 10 th March 2022 and 10 th May 2022, respectively for this purpose Second Party has issued two cheques (i) Cheque No. 01063457 dated 10 th March, 2022 amounting to Rs. 16,08,219 drawn on The South Indian Bank Limited favoring Mr. Raj Kumar (ii) Cheque No. 01063458 dated 10 th May, 2022 amounting to Rs. 16,08,219 drawn on The South Indian Bank Limited favoring Mr. Raj Kumar. Cheque realization is subjected to acceptance to this settlement agreement.

8. Subsequently, the NCLT proceedings were withdrawn by the complainant/ respondent on the basis of the settlement stating that the monies have been received. This was recorded in the order dated 27th January 2022, which is on record of this Court.

9. In these circumstances, both the petitions are accepted and the proceedings under Section 138 of the Act, as noted above, and the FIR both stand quashed.

10. The matters stand disposed of. Pending applications, if any, are rendered infructuous.

11. Order be uploaded on the website of this Court.

ANISH DAYAL, J



AUGUST 28, 2024
kd/kp