



\$~24

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

+ CRL.M.C. 4047/2019 CRL.M.A. 33655/2019

VAKUL VARDHAN GAUTAMPetitioner

Through: Petitioner in person.

versus

JAGAT RANARespondent

Through: Mr Ashwini Kumar, Mr Jay Singh,
Advocates.

CORAM:
HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER
14.01.2025

%

1. The present petition under Section 482 of the Code of Criminal Procedure, 1973 (hereafter '*Cr.P.C.*') has been filed on behalf of the petitioner, seeking quashing of the complaint, bearing CC No. 535789/2016, filed by the respondent, under Section 138 read with Section 142 of the Negotiable Instruments Act, 1881 (hereafter '*NI Act*'), before the learned Chief Metropolitan Magistrate, Tis Hazari Courts, Delhi (hereafter '*the learned Trial Court*') for quashing of summoning order dated 27.02.2016, and quashing of order dated 23.07.2019.

2. Brief facts of the present case are that on 25.01.2012, an agreement to sell dated 25.01.2012 was executed between the petitioner and the respondent for sale of a basement measuring approximately 500 sq. situated at C-42, IJPAT Nagar-III, New Delhi-110024 (hereafter '*the said property*') at the consideration of Rs. 5200/- per sq. ft. In pursuance to the said



agreement, the respondent had paid an amount of Rs. 15 Lakhs to the petitioner towards part-payment of sale agreement, and the petitioner had handed-over the possession of the said property to the respondent. It was stated in paragraph no. 13 of the agreement that in case of non-execution of sale deed, the agreement will become null and void, and the petitioner will refund the entire amount to the respondent, by a banker's cheque. To safeguard the interest of respondent, an undated cheque of Rs. 15 Lakhs was handed-over by the petitioner to the respondent as security, in the event of non-execution of sale deed. The petitioner allegedly could not execute the sale deed due to the policies of Government of Delhi, in respect of leasehold properties and thereafter, due to some other reasons. The respondent had thereafter, presented the security cheque for clearance on 17.08.2015, by filling the date of cheque as 14.08.2015. On 22.08.2015, the respondent had served the legal notice of demand dated 22.08.2015 to the petitioner, however copy of the same was never served to the petitioner. It is stated that subsequently, the respondent had filed a complaint under Section 138 of the Act, against the petitioner before the learned Chief Metropolitan Magistrate, Tis Hazari Courts, Delhi. On 17.08.2018, the learned MM had fixed the matter for framing of notice and hence the present petition has been filed.

3. The petitioner is present before this Court in-person today.
4. The parties concededly submit that the settlement agreement has been acted upon. The respondent states that the entire payment due to the petitioner has been made, and the entire possession has been handed-over.
5. In view of the above, since parties have amicably resolved their differences of their own free will, and without any coercion, no useful purpose will be served by continuing the proceedings, rather the same would



create further acrimony between them. It would thus be in interest of justice to quash the complaint bearing No. 535789/2016 and the proceedings pursuant thereto. There is no legal impediment in quashing the complaint in question.

6. In view of the allegations as set out in the complaint against the petitioner, the proceedings *qua* the petitioner in complaint case No. 535789/2016 under Section 138 of the NI Act are hereby quashed.
7. The petition is disposed of.
8. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

JANUARY 14, 2025/at

Click here to check corrigendum, if any