

(2010) 07 DEL CK 0216
In the Delhi High Court
Case No : Criminal M.C. 783 of 2010

Vir Prakash Arora and Others

APPELLANT

Vs

State and Others

RESPONDENT

Date of Decision : 09-07-2010

Acts Referred:

Criminal Procedure Code, 1973 (CrPC) — Section 482
Penal Code, 1860 (IPC) — Section 120, 406, 468, 471

Citation : (2010) 07 DEL CK 0216

Hon'ble Judges : Hima Kohli, J

Bench : Single Bench

Advocate : Aman Raj Gandhi with Mr. Atul Sahi with petitioners No. 1 to 3 in person, for the Appellant; S. Kohli, APP for the State, Mr. Rakesh Bhalla, with respondent No. 2 in person and None for the respondent No. 3, for the Respondent

Final Decision : Disposed Off

Judgement

Hima Kohli, J.—Pursuant to the order dated 09.04.2010, notices were issued to the respondents No.2 and 3. Notices were duly served on the respondents No.2 and 3. Counsel is present on behalf of respondent No.2 alongwith respondent No.2. However, none is present on behalf of the respondent No.3.

2. The present petition is filed by the petitioners u/s 482 of the Cr.PC praying inter alia for quashing of FIR No.596/2007, registered by the respondent No.2/complainant under Sections 406/120/468/471 IPC with Police Station: Mehrauli.

3. Briefly stated, the facts of the case are that the respondent No.2/complainant lodged FIR No. 596/2007 with Police Station: Mehrauli, alleging that he had purchased from the petitioner No.1, a flat bearing No.1067/7, Mehrauli, New Delhi, situated on the first floor of the suit premises alongwith roof right of the built up structure, by entering into an Agreement to Sell dated 09.08.2002 and other supporting documents to transfer the title of the aforesaid property in his favour. The total cost of the said flat was settled at Rs.6 lacs, and the entire

amount was paid by the respondent No.2 to the petitioner No.1. However, later on when the respondent No.2 discovered that the petitioner No.1 had mortgaged the flat with Citi Financial Group in the year 2001, whereafter the loan account of the petitioner No.1 was transferred to the respondent No.3/Kotak Mahindra Bank, he lodged the aforesaid FIR against the petitioners.

4. Today, counsels for the parties state that in the year 2007, the petitioners and the respondents No.2 and 3 collectively arrived at a settlement in civil suit instituted by the respondent No.2 against the petitioners wherein the respondent No.3/Bank was also impleaded as a co-defendant. The aforesaid settlement, facilitated by the Mediation Centre, Tis Hazari Courts, brought an end to the civil litigation filed by the respondent No.2 against the petitioners and the respondent No.3/Bank. It is stated that thereafter, the petitioners and the respondent No.2 entered into a settlement, which was reduced into writing vide Settlement Deed dated 25.01.2010 (Annexure-C). In terms of the settlement arrived at between the parties, the petitioners have given up all their right, title and interest in respect of the suit property in favour of the respondent No.2 and the respondent No.2 has agreed that he shall not oppose quashing of FIR No.596/2007, as sought by the petitioners in the present proceedings.

5. The Court has perused the Settlement Deed dated 25.01.2010. The parties, who are present in Court, confirm that they have arrived at the aforesaid settlement of their own free will and volition and without any undue influence or coercion from any quarters. There appears no legal impediment in accepting the settlement arrived at between the parties. Accordingly, the Settlement Agreement dated 25.01.2010 is taken on the record. The parties shall remain bound by the terms and conditions thereof. The present petition is allowed. FIR No. 596/2007 and all the proceedings arising therefrom stand quashed.

6. The petition is disposed of. Files be consigned to the record room.