

(2012) 01 DEL CK 0516

Delhi High Court

Case No: Criminal M.C. 3164 of 2010

Deepa Sharma and Another

APPELLANT

Vs

State and Another

RESPONDENT

Date of Decision: Jan. 31, 2012

Citation: (2012) 3 JCC 1776

Hon'ble Judges: Suresh Kait, J

Bench: Single Bench

Advocate: Manish Gandhi, for the Appellant; Satish Mishra Proxy Counsel and Rajdipa Behura APP, for the Respondent

Final Decision: Allowed

Judgement

Suresh Kait

CRL. M.C. 3164/2010

1. Vide the instant petition, the petitioners have sought to quash the proceedings before the trial court in the case titled as State Vs. Omoha Emmy Don & Ors. in FIR no. 236/2009, registered at PS-Paharganj.

2. Ld. Counsel for the petitioners further submits that vide FIR mentioned above, case u/s 419/420/467/468/471/120-B Indian Penal Code, 1860 was registered against the petitioners on the complaint respondent no. 2.

3. Vide compromise deed dated 09.04.2010 it was recorded as under:-

That the first party shall pay a sum of Rs.13,00,000/- (Rupees Thirteen Lac only) to the second party towards full and final settlement towards whatever claims and the Second party acknowledges and confirms the receipt of the said amount by DD nos. 185070 for Rs.1,50,000, 185071 for Rs.1,50,000/- both drawn on Canara Bank, DD nos. 383731, 382730, 383729, all for Rs.50,000/- each all drawn on Canara Bank, DD nos. 022706, 022705, 022703, 022704, each for Rs.1,00,000/-, drawn on Bank of India, DD nos. 223321, 223320, 223319, 223318, 223545, 223544, 223502, 223504,

223503, each for Rs.49,500/-, drawn on Union Bank of India.

2. That the present memo of understanding is being executed by the first party without admitting the charges / allegations and further without prejudice to their defence.

3. That the second party undertakes to cooperate and facilitate the grant of bail to the first party as well as withdrawal / quashing of FIR and second party shall not enforce any other claim or FIR in question against the first party.

4. That the present instrument is executed by the parties out of their free will and without any force, coercion, pressure or influence from any quarter.

4. Thereafter, the said compromise has been recorded by the Id. ASJ while granting bail to the petitioners vide its order dated 09.04.2010.

5. Ld. Counsel for the petitioners submits that notice in the instant case was issued way back vide order dated 01.10.2010. Thereafter, they tried their level best, however respondent no. 2 did not turn up.

6. Ld. Counsel for the petitioners further submits that vide order dated 07.09.2011, this court directed to serve respondent no. 2 through Superintendent of Police, District - Rajamundry, Andhra Pradesh. However, no reports have been received till date by this court.

7. Since respondent no. 2 had agreed in the compromise deed dated 09.04.2010 mentioned above, and his statement recorded by the Addl. Sessions Judge, in its order dated 09.04.2010, which is binding in nature, as decided by the co-ordinate Bench of this Court in Surinder Kaur & Ors v. Pritam Singh & Ors 154 (2008) DLT 598 wherein it has been held in para No.5 & 6 as under:-

5. It may be noted at this stage that this Court has already framed Mediation and Conciliation Rules, 2004 which have been notified vide Notification No. 171/Rules/DHC dated 11th August, 2005. Rule 24 and 25 thereof are relevant for our purposes which are reproduced below:

Rule 24: Settlement Agreement.

(a) Where an agreement is reached between the parties in regard to all the issues in the suit or proceeding or some of the issues, the same shall be reduced to writing and signed by the parties or their constituted attorney. If any counsel has represented the parties, the conciliator/mediator may obtain his signature also on the settlement agreement.

(b) The agreement of the parties so signed shall be submitted to the mediator /conciliator who shall, with a covering letter signed by him, forward the same to the Court in which the suit or proceeding is pending.

(c) Where no agreement is arrived at between the parties, before the time limit stated in Rule 18 or where, the mediator/ conciliator is of the view that no settlement is possible, he shall report the same to the Court in writing.

Rule 25: Court to fix a date for recording settlement and passing decree.

(a) On receipt of any settlement, the court shall fix a date of hearing normally within seven days but in any case not beyond a period of fourteen days. On such date of hearing, if the court is satisfied that the parties have settled their dispute(s), it shall pass a decree in accordance with terms thereof.

(b) If the settlement dispose of only certain issues arising in the suit or proceeding, on the basis of which any decree is passed as stated in Clause (a), the court shall proceed further to decide remaining issues.?

6. Since the settlement agreement has already been arrived at and all the parties have signed the agreement, decree can be passed in terms thereof in view of the provisions contained in Rule 25, if the Court is satisfied that the parties have settled their dispute.

8. Therefore in the interest of justice without giving more sufferings to the petitioners, FIR No. 236/2009, registered at PS-Paharganj is quashed with emanating proceedings thereto.

9. Crl. M.C. 3164/2010 is allowed on the above terms.