

Rakesh Kumar and Others Vs State and Another

Court: Delhi High Court

Date of Decision: July 16, 2010

Acts Referred: Criminal Procedure Code, 1973 (CrPC) â€” Section 482
Penal Code, 1860 (IPC) â€” Section 34, 408, 420, 468, 471

Hon'ble Judges: Hima Kohli, J

Bench: Single Bench

Advocate: Anil Goel, for the Appellant; Vikas Pahwa, ASC and Piyush Singh and Ramphal Singh, Inspector, Ratnakar Mattiyar, for R-2, for the Respondent

Judgement

Hima Kohli, J.

The present petition is filed by the petitioners under Article 226 of the Constitution of India read with Section 482 of the

Cr.P.C. praying inter alia for quashing of FIR No. 2/2007 under Sections 408/420/468/471/34 IPC registered with PS Kingsway Camp, Model

Town lodged by the respondent No. 2/complainant, M/s Saya Automobile Limited.

2. It is the case of the respondent No. 2/Company that the petitioners induced it to part with physical deliveries of new motor vehicles to the

customers, without receipt of proper sale consideration, thus causing wrongful loss to the respondent No. 2.

3. Counsels for the parties state that after the aforesaid FIR was lodged by the respondent No. 2 against them, investigations are going on.

However, in the meantime, the parties are stated to have arrived at an amicable settlement, as recorded in the Compromise Deed dated

15.9.2009. Though the original Compromise Deed is not placed on the record, counsels for the parties hand it over in the court. The same is taken

on record. It is stated in the aforesaid Compromise Deed that all the disputes, differences, claims, demands and grievances between the parties

stand fully settled and neither of the parties would make any claim against each other. The compromise also records that the respondent No. 2

would render all cooperation for quashing of the FIR and any proceedings arising therefrom. Along with the Compromise Deed, a copy of the

extract of the minutes of the meeting of the Board of Directors of the respondent No. 2, held on 13.3.2009 is handed over, and is taken on record.

The said resolution authorizes Mr. Ganesh to appear on behalf of the respondent No. 2.

4. The petitioners are present in the court. Mr. Abhay Ganesh, duly authorized representative of the respondent No. 2 is also present in the court.

They confirm that the aforesaid compromise has been arrived at between the parties of their own free will and volition and without any undue

influence or coercion from any quarters. Learned APP for the State states that he does not seriously oppose the prayer made in the present

application being allowed. There appears no legal impediment in accepting the compromise arrived at between the parties. The parties shall remain

bound by the terms and conditions thereof. FIR No. 12/2007 and all the proceedings arising therefrom, stand quashed. However, in view of the

fact that the State machinery has been set into motion at the instance of the parties, the parties are directed to pay some costs, as a deterrent to any

such future litigation. The parties shall therefore deposit costs of Rs. 5,000/- each with the Juvenile Justice Board, within one week.

5. The petition is disposed of, along with the pending application. File be consigned to the record room.