

Rakesh Kumar and ors. Vs State and anr.

Rakesh Kumar and ors. Vs State and anr.

SooperKanoon Citation : sooperkanoon.com/904979

Court : Delhi

Decided On : Jul-16-2010

Judge : Ms. Hima kohli, J.

Acts : Code Of Criminal Procedure (CRPC) - Sections 482 ; Indian Penai Code - Sections 408, 420, 468, 471, 34 IPC

Appeal No. : WP(Crl.) No. 480/2010 & Crl.MA 3710/2010

Appellant : Rakesh Kumar and ors.

Respondent : State and anr.

Advocate for Def. : Mr. Vikas Pahwa, ; Mr.Piyush Singh ; Inspector Ramphal Singh, ; Mr.Ratnakar Mattiyar, Advs.

Advocate for Pet/Ap. : Mr. Anil Goel, Adv.

Judgement :

1. Whether Reporters of Local papers may No be allowed to see the Judgment?
2. To be referred to the Reporter or not? No
3. Whether the judgment should be No reported in the Digest?

ORDER. (Oral)

1. The present petition is filed by the petitioners under Article 226 of the Constitution of India read with Section 482 of the Cr.PC praying inter alia for quashing of FIR No.12/2007 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 co- operation for quashing of the FIR and any proceedings arising there from. 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.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com