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

+ **CRL.M.C. 4002/2023**

GOPAL KUMAR BHALOTIA & ORS. Petitioners

Through: Mr. Pramod Kr. Dubey, Sr. Adv. with
Mr. Indresh Upadhyay, Ms. Aditi,
Mr. Satyam Sharma and Mr. Shivam
Kumar, Advs.

versus

STATE OF NCT OF DELHI AND ORS. Respondents

Through: Mr. Hemant Mehla, APP for the state
with Inspector Virender, IO EOW and
Inspector Rakesh Raushan EOW.

Ms. Smita Maan, Adv. for R-2

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Date of Decision: 26th July, 2023

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 15086/2023 (exemption)

Exemption is allowed subject to all just exceptions.

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1. The present petition has been filed for quashing of the FIR No. 119/2018 registered at P.S. EOW, New Delhi, under Sections 420/467/468/471/120-B of IPC.
2. The FIR was lodged on the statement of Sh. Arun Kumar Bhalotia alleging therein that the petitioners grabbed the land owned by the Respondent/complainant by creating forged documents and procuring the conveyance deed from the office of DDA on the basis of these forged documents in the name of Gopal Kumar Bhalotia, and his associates signed the document as witnesses.
3. Learned senior counsel for the petitioner submits that a civil suit bearing CS (OS) 384/2017 was also filed and the civil suit was referred for arbitration vide order dated 01.01.2018. During the pendency of the said proceedings, the Respondent No. 2 filed a criminal complaint against the Petitioner Nos. 1 - 3 and the Respondent NO.3 on the ground that they were guilty of creating forged document. On the basis of the complaint filed by the Respondent NO.2 against the Petitioner No.1 and other persons, an FIR bearing No. 119/2018 dated 25.05.2018 was registered under Section 420/467/468/471/120B of IPC, at P.S. EOW, New Delhi.
4. During the arbitral proceedings, the parties reached on a settlement



and entered into settlement agreement/award dated 13.04.2023 on the following terms and conditions:

1. *The parties hereto agree that both the parties upon execution of the present Settlement Deed shall jointly file a compromise application supported with present settlement deed in the pending arbitration proceedings before the Hon'ble Arbitrator Shri B.B. Chaudhary requesting the Hon'ble Arbitrator to pass an Award in the said proceedings in terms of the present settlement deed executed between the parties.*
2. *That the Second Party has hereby agreed to give a right and share to the extent of 65% to the First Party in the property being Plot No. 10, Ad-measuring 334 sq. mtrs. Sector 12-B, Dwarka, New Delhi (as described in Schedule D of the Partition Deed) owned and recorded in the name of Second Party. The parties shall together find a willing purchaser/buyer for the said property and fully cooperate with each other to sell the same to the purchaser/buyer for the highest sale consideration at the earliest. the entire sale proceeds/consideration in lieu of sale of said property shall be divided/shared between the First Party and the Second Party in the ratio of 65% and 35 % respectively I.e. 65% (Sixty-five percent) will go to the First Party and 35% (ThirtyFive percent) will go to the Second Party. In recognition and in lieu of said agreed right/share of 65% of the First Party herein in the said property, the Second Party herein shall necessarily and mandatorily obtain the signatures of the First Party herein namely Sh. Arun Kumar Bhalotia and his wife namely Smt. Sunita Arun Bhalotia, as a confirming party on all the documents pertaining to the sale of the said property including but not limited to the Agreement to Sell Receipts/Bayana or Token Receipts/Payment Receipts/Sale Deed/any document for transfer of title therein/Possession Letter/Affidavit/Will/Power of Attorney/ Assignment Deed*



etc. Any document pertaining to sale of the said property executed by the Second Party herein without making the First Party herein and his Wife Smt. Sunita Arun Bhalotia as confirming parties and without obtaining their signatures as confirming parties shall be null, void, inconsequential in law and shall transfer no right, title, or interest in favour of any person/purchaser/transferee.

- 3. That it is further agreed between the parties that the First Party shall remit a sum of Rs. 25,00,000/- (Rupees Twenty Five Lac) to the Second Party herein from his share of 65% in the sale consideration/sale proceeds, if the said property is sold above a sum agreed between the parties. If the said property is sold at any lesser price than the price so agreed between the parties, the present clause shall not be applicable and the amount stipulated above shall not be payable by the First Party to the Second Party.*
- 4. Immediately following the passing of the Arbitral Award by the Ld. Sole Arbitrator based upon present settlement agreement, the First Party undertakes to take all necessary steps to withdraw the complaint in pursuance of which FIR No. 119 of 2018 dated 25.05.2018 was registered against the Second Party at PS Economic Offence Wing, Delhi Police. Further, the First Party shall cooperate and take all steps necessary for quashing of the said FIR, including initiating necessary legal proceedings (as may be required by the Second Party), sign, execute and handover the No-Objection/ Affidavit. It is further agreed that the First Party will give requisite statements (either on their own or jointly with the Second Party, If required) before the appropriate courts and/or police authorities in, this respect as and when required.*
- 5. The First Party hereto and Sunita Arun Bhalotia (wife of the First Party) have hereby agreed to forego all their joint and individual rights and claims in the properties described under*



Table - A below in favour of the Second Party/Anshul Bhalotia (son of the Second Party) and further, agree and declare that the Second Party / Anshul Bhalotia (son of the Second Party) is/are the sole and exclusive owner(s) of the said properties:

S.No.	Description of Property (as per the Partition Deed)
1	Schedule -A: 78 satak Land at Pankuni, Durgapur Express Highway, West Bengal
2	Schedule -B: Godown at 24B, B.L. Saha Road, Koikata
3	Schedule - C: Flat at Satyam Tower, 3, Alipore Road, Kolkata
4	Schedule- G: Shop No. 1 to 3 & 5 to 7 (Six) Shops at Sal Baba Colony, Deselepada, Village- Bhopar, Taluka - Kalyan, Mumbai
5	Schedule - K: Flat No. 2005/6 at Blue Diamond, Nirmal Lifestyle, LBS Marg, Mulund(w), Mumbai (under construction) The First Party agrees to pay to the Builder directly all original existing dues including any



	<i>remaining sum payable against the sale consideration as originally agreed under the basic purchase documents with the builder and to transfer the allotment in favour of the Second Party.</i>
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The First Party hereto and Sunil Arun Bhalotia (wife of the First Party) hereby give their no-objection and ratify all document(s) passing on the title in the abovementioned properties in favour of the Second Party/ Anshul Bhalotia (son of the Second Party) and/or inter se them.

The First Party hereto -and Sunita Arun Bhalotta (wife of the First Party) hereby agree to also execute forthwith one or more, as the case may be, Gift Deeds, Power of Attorney, No-Objection Letter(s) I Certificate(s), Affidavit(s) and all other legal documents in favor of the Second Party/ Anshul Bhalotia (son of the Second Party), which may be required by the Second Party to facilitate the transfer of the properties described under Table -A above.

Similarly, simultaneous to execution of above documents by First Party or his family members in favour of Second Party or his family members, the Second Party hereto and his family members shall also execute forthwith one or more, as the case maybe, Power of Attorney, No-Objection Letter(s) I Certificate(s), Affidavit(s) and all other legal documents in favor of the First Party or his family members, which may be required by the First Party for transfer of Plot No. 1299/1, 1300/1, Sunrakh Bangar, Tehsil & District Mathura, Vrindavan, Mathura (as described in Schedule T of the Partition Deed dated



15.07.2009), which has come in favour of the First Party by virtue of the Partition Deed.

The parties have further agreed that each of the transferee party hereto shall Individually bear all the costs and expenses for getting the execution and registration of any of above transfer documents in his favour from the other party in respect of the respective property (ies) which is coming in his favour and the other party shall have no liability qua the same.

6. That there are four offices (4) located at Charisma Corner - I, Panvel, Navi Mumbai. Out of these, three (3) offices have come in the share of the Second Party by virtue of the Partition Deed dated 15.07.2009. One (1) remaining office is in the share of the First Party. Both parties agree that the property I ownership documents of these four offices (4) are with their elder brother, Sh. Shankarlal Bhalotia. First Party gives his undertaking not to raise any claim or right of his or any objection either at present or in all time to come in future, in respect of 3 Offices at Panvel, Navi Mumbai. The Second Party shall be solely and exclusively entitled to the ownership and possession in respect of said properties without any Interference from the end of First Party. Similarly, First Party shall be solely and exclusively entitled to ownership and possession in respect of one (1) office falling in his share, without any claim, right, objection thereto from Second Party. The parties further agree that they will cooperate with each other and exchange all necessary documents relating to the said offices as and when received from Sh. Shankarlal Bhalotia.

7. That both the parties hereto undertake not to Initiate any other legal proceedings against each other or their heirs/representatives with respect to any of the disputes/ differences/ claims/ demands relating to or arising out of the Partition Deed and/or forming part of the subject matter of arbitration pending before the Sole Arbitrator, Shri B.B. Chaudhary, District & Sessions Judge



(Retired), except for any breach and/or enforcement of this Settlement Agreement.

8. That the present Settlement Agreement supersedes all prior agreements, negotiations, memorandums and discussions between the parties hereto. This Settlement Agreement is final and binding between the parties hereto and same has been entered Into and executed with free will and consent of the parties hereto without any force, pressure, misrepresentation etc.

5. Learned senior counsel submits that in terms of settlement, arbitral award has also been passed by Sh. B. B. Chaudhary, learned District and Sessions Judge (retired) as Sole Arbitrator.
6. It has been submitted that the award has duly been executed between the petitioner No.1 and respondent No.2. It has also been submitted that respondent No.3 was also an accused being the signatory of alleged forged agreement to sell. Similarly, the petitioner No.2 and 3 were also accused being the signatory of alleged forged agreement to sell. However, Respondent no. 2 submits that the matter stands settled with all the accused persons.
7. The parties are present in person and have been duly identified by the IO. The parties state that basically it was a family disputes between petitioner No.1 and respondent No.2. The respondent no. 2 states that he has amicably settled all the disputes and grievances vide settlement deed/award dated 13.04.2023 and do not wish to pursue the present complaint any further. The parties state that they have no objection if the present FIR and all other proceedings emanating therefrom is



quashed. Respondent No. 2 states that he has entered into the settlement voluntarily without any threat, fear, force, undue influence or coercion.

8. Since it is an inter-se family dispute and the parties have settled all the disputes amicably, in the interest of justice it would be better to put a quietus to the dispute. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement.
9. Taking into account the totality of facts and circumstances, the case FIR No. 119/2018 registered at P.S. EOW, New Delhi, under Sections 420/467/468/471/120-B of IPC and all other proceedings emanating therefrom are quashed.
10. In view of the above, the present petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 26, 2023

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