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

+ **CRL.M.C. 4468/2023**

D S SODHI

..... Petitioner

Through: Mr. Dhruv Kapur, Mr. Vijayender Kumar, Mr. Maharshi Kaler and Mr. Chahat Arya, Advs.

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Amit Sahni, APP for the State with Inspector Dharmendra Pratap Singh, PS EOW, New Delhi.

Mr. Mohit Nandwani, Adv. for R-2 along with R-2 in person.

Respondent No.3 in person

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Date of Decision: 18th July, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed seeking quashing of FIR No.233/2008 dated 23.12.2008 registered under Section 463/464/468/470/474/477A IPC at PS Economic Offences Wing.
2. Facts, in brief, are that the present FIR was lodged by respondent



No.2 Asha Arora alleging therein that the petitioner, D.S Sodhi, grabbed Property No. B-4/6, Vasant Vihar, New Delhi, and has also committed forgery and cheating by forging the signature of the previous owner, Vathsala Mariam @ Vathsala Chandroo.

3. On this FIR, the investigation was conducted and the charge sheet was also filed.
4. It is submitted that now the parties have entered into an amicable settlement at Delhi High Court Mediation and Conciliation Centre vide MoU dated 23.05.2023 with the following terms and conditions:

1. That the First Party shall pay a total sum of Rupees 6,00,00,000/- (Rupees Six Crores only) to the Second Party, and the Second Party shall handover vacant, complete & peaceful physical possession of the said property without any encumbrance, to the First Party by 31.07.2023, subject to payment of entire amount of Rs. 6,00,00,000/- (Rupees Six Crores only) and quashing of FIR No. 233/2008 under Section 463/464/468/470/474/477-A IPC registered with PS EOW, Mandir Marg, New Delhi.

2. That the total sum of Rs. 6,00,00,000/- (Rupees Six Crores only), will be received by the Second Party from the First Party in the following manner:

- (a) Rs. 1,00,00,000/- (Rupees One Crore only) at the time of execution of this Settlement Agreement, vide DD No. 805050 and 805051 (each for an amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) dated 08.05.2023, both drawn on Canara Bank, New Delhi.

The remaining amount of Rs.5,00,00,000/- (Rupees Five Crore only) will be paid by the First Party to the Second Party in the following manner:



(b) Rs. 5,00,00,000/- (Rupees Five Crore only), vide Demand Draft at the time of handing over of complete, vacant and peaceful physical possession of the said property by the Second Party to the First Party, which shall not be later than 31.07.2023.

3. That the Second Party undertakes to vacate and handover the complete, peaceful & vacant physical possession of the said property bearing no. B- 4/6, Vasant Vihar, New Delhi to the First Party on or before 31.07.2023, subject to payment of entire amount of Rs. 6,00,00,000/- (Rupees Six Crore only) by the First Party to the Second Party.

4. The Parties agree, that within 14 days from date of execution of this Settlement Agreement, the Parties shall file joint application(s) before the Hon'ble High Court of Delhi to bring on record the terms of settlement between the parties and seek disposal/ withdrawal of the aforementioned Appeals as per law, as detailed in the recital in accordance with the terms of this Settlement Agreement. The present compromise shall be recorded before the Hon'ble High Court of Delhi and the said Appeals will get disposed in terms hereof.

5. That the Second Party owns a property bearing no. E-2/10, Ground Floor, Vasant Vihar, New Delhi, which he had undertaken not to sell till the disposal of the appeal bearing RFA No. 575/2013, before the Hon'ble High Court of Delhi. The said undertaking shall stand withdrawn with the disposal/ withdrawal of the aforesaid Appeal and the Second Party shall be free to deal with the said property, in any manner, he deems fit.

6. That simultaneously with the filing of the joint applications seeking disposal of the aforementioned Appeals, as provided in clause 4, the First Party and Second Party shall also approach the Hon'ble Delhi High Court, by way of a joint petition/application, thereby placing on record present settlement agreement, and seek permission of the Hon'ble Delhi High Court, to allow quashing of all the proceedings



emanating from FIR No. 233/2008, to give full effect to the present settlement Agreement entered into between the First Party and Second Party. To achieve the said quashing, the First Party and Second Party further undertake, to sign and file joint petition/application alongwith supporting affidavits, and to appear, if required, before the Hon'ble Delhi High Court, thereby seeking, necessary orders for quashing of all the proceedings emanating from FIR No. 233/2008.

7. That upon receipt of entire sum of Rs. 6,00,00,000/- (Rupees Six Crores only) as per Clause (1 and 2) above, the Second Party shall be left with no right, title or interest, in any form, in the said property and shall also handover any and all the available original documents relating to the said property in power and possession of the Second Party, to the First Party.

8. That the Second Party assures the First Party that it has not created any encumbrance including but not limited to third-party rights on the said property till the date of execution of this Settlement Agreement. The Second Party further represents that there are no existing claims, liens, or other encumbrances on the said property that could interfere with the First Party's ownership or possession of the said property after the execution of this Settlement Agreement. The Second Party agrees to fully indemnify the First Party against any such claims or encumbrances on the said property, if any such claim is raised by any person in the future.

9. That the Second Party acknowledges and admits that the First Party has complete and absolute right, title and interest in the said property and that the Second Party further agrees that he or any person on his behalf, does not have and will not claim any right, title or interest in the said property upon receipt of Rupees 6,00,00,000/- (Rupees Six Crores only) as per Clause (1 and 2).
10. That the parties agree and undertake that on successful completion of obligation of both the parties as recorded herein, hereinabove, the Second Party shall not have any right, title,



interest or claim in the said property and the First Party shall be free to deal with the said property in any manner, as it deems fit as complete owners thereof.

11. That the parties acknowledge that on successful completion of obligation of both parties as recorded herein above, all their grievances stand addressed and satisfied with full accord and satisfaction and parties undertake and ensure that no fresh action of any nature whatsoever shall be filed or initiated by any party before any court, forum or authority, against each other.
12. That this Settlement Agreement has been entered into by and between the Parties out of their own free will and consent and is without any pressure, force or coercion through anyone whatsoever.
13. That by signing this Settlement Agreement, the parties hereto state and agree that all the disputes and differences between the parties have been amicably settled by the Parties.
14. That both the parties have assured and confirmed to each other that they shall remain bound by the terms of the present Settlement Agreement and shall comply their respective obligations without any default and demur.
15. It is agreed that both the parties shall request the Hon'ble High Court of Delhi to pass the decree of possession in favour of First Party and against the Second party, and in case the Second Party neglects to comply with the terms of the present Settlement Agreement and handover peaceful possession of the said property to First Party as agreed herein, then in that event the First Party shall be entitled to execute the said decree of possession against the Second Party.
16. That in case the First Party fails/neglects to comply with any of its obligations as stated hereinabove, the possession of the property in question shall remain with the Second Party and the Second Party in such a scenario, shall not be bound by any of



the terms of the present Settlement Agreement and further all the judicial proceedings filed by the Second Party, whether pending or disposed before the Hon'ble Delhi High Court, (as detailed in the recital of the present agreement), shall stand revived.

17. The parties agree and acknowledge, that if any part of this Settlement Agreement is found to be invalid or unenforceable, the remaining provisions/clauses, will continue to be valid and enforceable.
18. That the parties hereby agree that they have executed the present Settlement Agreement with a clear understanding that the payment of Rs.6 Crores (Six Crores) by the First Party to the Second Party, handing over of vacant and peaceful possession of the said property by the Second Party to the First Party, disposal/ withdrawal of the Appeals pending before the Hon'ble High Court of Delhi and quashing of the FIR No. 233/2008, are the basis and foundation of the present Settlement Agreement being signed and executed, and in case of non-happening of any of the aforesaid events, the present Settlement Agreement shall automatically stand revoked and both the parties shall not be bound by the terms of the present Settlement Agreement.
19. That the parties to the present settlement agreement shall be bound with the terms and conditions of this Settlement Agreement and shall not challenge or resile from or dispute the terms and conditions of the Settlement Agreement before any authority or court of law. The parties undertake and agree to strictly and timely abide by the terms and conditions of the present Settlement Agreement.
20. The contents of the present Settlement Agreement have been fully explained to the Parties in vernacular, and they are the signatories to this Settlement Agreement and the said signatories have fully examined and considered the said terms and conditions and have given their consent with their own free



will, volition and without any pressure, coercion or influence in any form.

21. By signing this Settlement Agreement, the parties hereto affirm that as on date, they are not left with any further claims or demands against each other and all their pending disputes and differences have been amicably settled in full and final by the Parties hereto through the process of Mediation.

22. The Parties agreed that they shall abide by the terms and conditions set out in the present Settlement Agreement and shall not dispute the same hereinafter in future. The Parties further agree that the statements made by them herein in this Settlement Agreement shall be taken as their respective undertakings to the Hon'ble Court and the defaulting party shall be held liable for contempt of court under the Contempt of Courts Act, 1971.

5. As per the settlement, respondent No.2 had to pay a sum of Rs.6 crores to the petitioner and the petitioner had to hand over the vacant and complete possession of the said property without any encumbrance to the first party by 31.07.2023 subject to the payment of Rs.6 crores.
6. However, the learned APP for the State has pointed out that the present FIR is of 2008 and substantial time of justice delivery system has been consumed by the parties, therefore they should be burdened with some cost.
7. I have interacted with the complainant who is present in court and has duly been identified by the Investigating Officer. She has stated that She has arrived at the compromise voluntarily, out of her own free will, without any fear, force or coercion. Further, she states that she has no objection if the present FIR and the proceedings emanating



therefrom are quashed.

8. The Investigating Officer states that there is no other case pending against the parties. The Investigating Officer also states that he has not received any other complaint against the parties.
9. The scope of powers conferred under Section 482 Cr.P.C. though wide but has to be exercised with circumspection. Such power has to be exercised in accord with the guidelines engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement may invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law, reliance has been placed upon *Yashpal Chaudhrani and Others vs. State (Govt. of NCT Delhi) and Another*, 2019 SCC OnLine Del 8179, *Gian Singh v. State of Punjab*, (2012) 10 SCC 303.
10. Since, predominantly it is a civil dispute, the settlement is accepted on the terms and conditions.
11. Sh. Saroj Sharma/Respondent No.3 is also present in person.
12. Taking into account the totality of facts and circumstances and the fact that the parties have amicably decided to settle the matter, the case FIR No.233/2008 dated 23.12.2008 registered under Section 463/464/468/470/474/477A IPC at PS Economic Offences Wing. all the criminal proceedings emanating, therefore, are quashed.



13. Let the parties render their service in Gurudwara, Raqab Ganj, at least for 5 hours per week for the three months.
14. The management committee, Gurudwara, Raqab Ganj shall issue a certificate for the same.
15. List the matter for compliance on 19.12.2023.

DINESH KUMAR SHARMA, J

JULY 18, 2023

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