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

+ CRL.M.C. 4362/2019, CRL.M.A. 34822/2019

SHAKUNTALA GOEL & ANR.

..... Petitioners

Through: Mr. Sanjya Jain and Mr. Akash
Srivastava, Advs.

versus

STATE & ANR.

..... Respondents

Through: Mr. Subhi Gupta, APP for the State
with SI Amit Malik, PS VivekVihar.

Mr. Ravindra Kumar and Mr. Chetan,
Advs. for R-2 & 3.

+ CRL.M.C. 6639/2022

JAI KUMAR GOEL

..... Petitioner

Through: Mr. Sanjya Jain and Mr. Akash
Srivastava, Advs.

versus

THE STATE AND ANOTHER

..... Respondent

Through: Mr. Naresh Kumar Chahar, APP for
the State with SI Amit Malik, PS
VivekVihar.

Mr. Ravindra Kumar and Mr. Chetan,
Advs. for R-2 & 3.

+ CRL.M.C. 6724/2022

CRLMC-4362/2022, 6639/2022 & 6724/2022

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VIJENDER KUMAR GOEL & ORS.

..... Petitioners

Through: Mr. Ravindra Kumar and Mr. Chetan

versus

STATE OF NCT DELHI & ANR.

..... Respondents

Through: Mr. Naresh Kumar Chahar, APP for
the State with SI Amit Malik, PS
VivekVihar.

Mr. Sanjya Jain and Mr. Akash
Srivastava, Advs. for R-2

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Date of Decision: 24th May, 2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.As. 25857-58/2022 (exemptions) in CRL.M.C. 6639/2022

CRL.M.A. 26137/2022 (exemption) in CRL.M.C. 6724/2022

Exemptions are allowed subject to all just exceptions.

CRL.M.C. 4362/2019, CRL.M.C. 6639/2022 and CRL.M.C. 6724/2022

1. The present petitions have been filed under Section 482 Cr. PC seeking quashing of FIR No, 474/2017 registered at PS Shahdara under Sections 419/420/468/471/34 IPC in CRL.M.C. 4362/2019, FIR No. 274/2017 registered at PS Shahdara Delhi under Sections



354/354A/506/509 and 427 IPC in CRL.M.C. 6639/2022 and FIR No. 275/2017 registered at PS VivekVihar, District Shahdara under Sections 354/354 (A)/354 B/ 356/ 506/34 IPC in CRL.M.C. 6724/2022.

2. While the matters were pending consideration, they were referred to mediation. In the mediation, the matter was settled on the following terms and conditions:

1. The parties hereto confirm and declare that they have voluntarily and of their own free will without any force or coercion etc. arrived at Settlement Agreement in the presence of the Mediator and their respective counsel on the following terms a conditions:-

A. That under the settlement arrived between the Parties *w.r.t.* property(ies) being:

(i) **D - 64, Kaushambi, District Ghaziabad, Uttar Pradesh:** the Second Party has, by way of gift / sale documents, transferred their respective share in Property being D-64, Kaushambi, District Ghaziabad, Uttar Pradesh in favour of the Ist Party of the First Part, after paying the entire loan / dues of Aditya Birla Finance Limited and have also handed over the vacant & peaceful possession of the same to the the Ist Party of the First Part. All the dues such as electricity, house tax etc. of this property have been amicably settled and paid between the Parties herein. The entire liability with respect to any dues against this property prior to the execution of the Gift Deed dated 12.12.2022 shall be the responsibility of the



Second Party. It is clarified that the sole responsibility of getting the property freehold will be that of the First Party and the Second Party of the First Part.

It is categorically agreed between the Ist Party of the First and the Second Party that they shall jointly visit the office of Aditya Birla Finance Limited to carry out necessary formalities as may be required for the release of the title documents of property being D-64, Kaushambi, District Ghaziabad, Uttar Pradesh.

(ii) **B-174, Ground Floor, Yojana Vihar, Delhi – 110092:** the Ist Party of the Second Part has handed over the original conveyance agreement of the property being B-174 Yojana Vihar, Delhi - 110092 to the Ist Party of the First Part who is already owner of the said property. It is agreed that the Ist Party of the First Part is already in the physical possession of the property being B-174 Yojana Vihar, Delhi – 110092. The First Party of the Second Part agrees to handover the photocopies of the documents of the previous chain of the title of this property to the Second Party.

(iii) **48B Pocket – A, Dilshad Garden, Delhi – 110095:** the Ist Party of the Second Part has handed over the original chain of the property documents except the Original conveyance agreement of the property being B-174 Yojana Vihar, Delhi - 110092 to the Ist Party



of the First Part. It is agreed that the Ist Party of the First Part is already having the Original Conveyance agreement and also has the physical / symbolic possession of this property.

(iv) **F-1/432, Sunder Nagri, Delhi 110093:** the Ist Party of the First Part has handed over the vacant physical possession of this Property and complete chain of original property documents to the Ist Party of the Second Part on 09.12.2022.

(v) **H-165A, Dilshad Garden, Delhi-110095:** the Ist Party of the First Part has confirmed the vacant physical possession of this property is with the Ist Party of the Second Part and have handed over the entire original chain of the property documents of this property to the Ist Party of the Second Part on 09.12.2022.

(vi) **1/226, Sriram Nagar, Shahdara Delhi:** the Ist Party of the First Part has confirmed the vacant physical possession of the Ist Party of the Second Part over this property and have handed over the entire original chain of the property documents of this property to the Ist Party of the Second Part on 09.12.2022.

(vii) **B-21, Shop at Ground Floor, Joshi Colony Delhi:** the Ist Party of the First Part has handed over the vacant physical possession of this Property and complete chain of original property documents to the Ist Party of the Second Part on 09.12.2022.



B. It is further agreed between the Parties that the First Party is left with no other claim(s), right(s), title(s) or interest(s) etc. of any kind, whatsoever, over any other movable and/ or immovable property(ies) either in the name of the Second Party, their family members or in the name of the companies being run by Second Party.

C. That it has been agreed between the parties that all the properties(except those stated above)which were purchased by them before 31.03.2010 out of profit earned from the joint business shall remain with the respective party i.e. in whose name the same were purchased and the other party shall not make any claim(s) or right(s) or dispute(s) etc., in future, over those properties, which are registered in the name of the parties respectively.

D. That the First Party herein agree, confirm and undertake that neither they nor their legal heirs/successors/assignees/attorney holders etc. will claim any shareholding(s) /dividend(s) / or any other benefit nor they will assert any right(s), of any kind, whatsoever, in any of companies, firms which form part of JKG Group of Companies which include M/s. JKG Constructions Pvt. Ltd., Ishwar Estate Pvt. Ltd., Moolchand Steel Pvt. Ltd., JKG Infrabuild Pvt. Ltd., JKG Realtech Pvt. Ltd., M/s Balaji Associate, M/s Amba Construction, R.G. Apartments Pvt. Ltd. and / or any property(ies) in the name of said companies.



E. That the First Party has already resigned from Directorship or any other post that they may be holding in the aforesaid companies / firms and they have also already transferred their shareholdings unconditionally in favour of Second Party or any of its nominee(s)/assignee(s) and will not raise any dispute(s) or claim(s) with regard to the same.

F. It is agreed between the Parties herein that any liability(ies) pertaining to the above-mentioned Companies, which has accrued in favour of the First Party shall be borne solely and exclusively by Second Party.

G. That the parties herein agree that any complaint(s), case(s), claim(s) etc. filed by them against the other party which is not specifically mentioned herein in the instant agreement would be deemed as withdrawn being settled. Further, both the Parties will extend their co-operation in getting the properties i.e. Flat No. 48-A & 48-B, Pocket-A, Dilshad Garden, Delhi de-sealed from East Delhi Municipal Corporation (EDMC).

H. That upon the settlement, the respective party(ies) have filed the Petition(s) for quashing of respective FIRs before the Hon'ble Delhi High Court, which are detailed as under:

- i. **Crl. M. C. No.6639 of 2022** titled as Jai Kumar Goel Vs The State &Ors. for the quashing of FIR No. 274 of 2017 under sections



354, 354(A), 506, 509 and 427 of the Indian Penal Code 1860 registered with Police Station Vivek Vihar.

ii. **Crl. M. C. 6724 of 2022** titled as Vijender Kumar Goel &Ors. Vs The State &Anr. for the quashing of FIR No. 275 of 2017 under sections 354, 354(A), 354(B), 356, 506, 509 and 34 of the Indian Penal Code 1860 registered with Police Station Vivek Vihar.

iii. **Crl. M. C. No.4362 of 2019** titled as Shakuntala Goel & Anr. Vs The State &Ors.for the quashing of FIR No. 474 of 2017 under sections 419, 420, 468, 471 and 34 of the Indian Penal Code 1860 registered with Police Station Vivek Vihar.

I. That it is agreed between the Parties that they shall themselves and / or through their respective counsels submit to the Hon'ble Delhi High Court for quashing of the respective FIR's as prayed in the aforesaid petition and appear before the Hon'ble Delhi High Court on 09.01.2023 and / or any subsequent date(s). The parties further agree that for the quashing of the aforementioned FIR's if the matter reaches Supreme Court the parties shall cooperate for the same.

J. That Second Party unconditionally revokes all charges/ complaints pressed against First Party as mentioned in FIR No. 0275/2017, U/s 354, 354(A), 506, 509 registered at P.S. Vivek Vihar by Smt. Shakuntala Goel. Second Party will submit all necessary affidavits to quash the Fir and revoke any complaint wherever submitted in the matter.



K. That First Party unconditionally revokes all charges/ complaints pressed against Second Party as mentioned in FIR No. 0274/2017, 354, 354(A), 506, 509 and 427 of the Indian Penal Code 1860 registered at P.S. Vivek Vihar by Smt. Shakuntala Goel. First Party will submit all necessary affidavits to quash the said FIR and revoke any complaint wherever submitted in the matter.

L. That First Party unconditionally revokes all charges/ complaints pressed against Second Party as mentioned in FIR No. 474/2017, U/s 419, 420, 468, 471 and 34 of Indian Penal Code, 1860 registered at P.S. Vivek Vihar by the 1st Party of the First Part i.e. Shri Vijender Kumar Goyal. The First Party will submit all necessary affidavits to quash the FIR and revoke any complaint wherever submitted in the matter.

M. That the parties undertake that they will not interfere in the management of respective business(s) of each other after execution of the present Settlement Agreement.

N. That the parties herein undertake to act upon the terms and conditions of the present settlement agreement henceforth.

O. The instant Settlement Agreement is irrevocable and binding on all the Parties of the Agreement.

P. The instant Settlement Agreement do not constitute any partnership of any nature, whatsoever, between the parties hereto and



either of the parties shall be responsible for their own taxation and other government dues;

Q. The Parties hereto have agreed to get this Agreement registered, if required, with the Sub Registrar Delhi and accordingly have agreed to share the cost of registration of this agreement in equal proportion;

R. The Parties hereto have read and understood the terms of this Agreement in vernacular language from their respective counsels and have appended their signatures in conformity of acceptance of the same;

S. The Parties hereto have signed and executed this Agreement out of their own free will and without any threat, coercion and pressure of any kind, whatsoever.

T. The Parties hereto agree that all their claims have been settled through Mediation and the Parties are left with no claim, whatsoever, in future qua the present dispute.

U. The instant Agreement constitutes full and final settlement of all the disputes and claims amongst the parties and three petitions bearing nos. Crl.M.C. No. 6639/2022, Crl.M.C. No. 6724/2022 and Crl. M.C. No. 4632/2019 be allowed/ dispose of and respective FIR's be quashed in terms of the present Agreement.

3. Both the parties submit that the title documents of the Property



bearing No.D-64,Kaushambi, District Ghaziabad, Uttar Pradesh are lying with Aditya Birla Finance Ltd., and Mr. Jai Kumar Goel and Mrs. ShakuntalaGoel have to apply to Aditya Birla Finance Ltd for the release of such documents. In this regard,a joint statement signed by Mr. Jai Kumar Goel and Mrs. ShakuntalaGoel hasbeen recorded.

4. The parties are present and have been duly identified by the IO. The parties state that they have entered into the settlement voluntarily out of their own free will, without any fear, force, or coercion
5. I have heard the submissions.
6. In the present case, the dispute between the parties has been settled and continuance of FIR No. 474/2017 and FIR No. 275/2017 would serve no useful purpose and may cause prejudice to the petitioners and be an exercise in futility. The chances of conviction would be bleak 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.
7. Aditya Birla Finance Ltd is directed to release the titled documents of the property bearing No.D-64, Kaushambi, District Ghaziabad, Uttar Pradesh upon completion of formalities.
8. Considering the totality of facts and circumstances of the case and in view of the submissions of the parties, the case FIR No, 474/2017 registered at PS Shahdara under Sections 419/420/468/471/34 IPC in CRL.M.C. 4362/2019, FIR No. 274/2017 registered at PS Shahdara under Sections 354/354A/506/509/427 IPC in CRL.M.C. 6639/2022



and FIR No. 275/2017 registered at PS VivekVihar under Sections 354/354 (A)/354 B/ 356/ 506/34 IPC in CRL.M.C. 6724/2022 and all criminal proceedings emanating therefrom are quashed.

9. Accordingly, the present petitions along with all pending applications stands disposed of.

DINESH KUMAR SHARMA, J

MAY 24, 2023

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