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

+ **CRL.M.C. 6367/2022, CRL.M.A. 2457-2458/2023**

T C GOYAL & ORS.

..... Petitioners

Through: Mr.Rajiv Nayar, Sr.Adv. with
Mr.Sandeep Kapur, Mr.Virinder Pal
Singh, Mr.Vivek Suri, Mr.Sahil Modi
and Ms.Kajal, advocates

versus

STATE OF NCT OF DELHI & ANR.

..... Respondent

Through: Mr.Amit Sahni, APP for the State.
Mr.Rohitt Kumar Yadav and
Mr.Gaurav Sarkar, advocates for R-2
with Respondent no.2 in person.
SI Ashwani Kumar Yadav, DIU/SP

+ **CRL.M.C. 6368/2022, CRL.M.A. 2455- 2456/2023**

GULSHAN GROVER & ORS.

..... Petitioners

Through: Mr.Rajiv Nayar, Sr.Adv. with
Mr.Virinder Pal Singh, Mr.Vivek
Suri, Mr.Sahil Modi and Ms.Kajal,
advocates

versus

STATE OF NCT OF DELHI & ANR.

..... Respondents

Through: Mr.Amit Sahni, APP for the State.
Mr.Rohitt Kumar Yadav and
Mr.Gaurav Sarkar, advocates for R-2
with Respondent no.2 in person.
SI Ashwani Kumar Yadav, DIU/SP

+ **CRL.M.C. 6393/2022, CRL.M.A. 2459-2460/2023**

KAPIL GUPTA & ANR.

..... Petitioners

CRL.M.C.Nos.6367/2022, 6368/2022 & 6393/2022

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Through: Mr.Rajiv Nayar, Sr.Adv. with
Mr.Sandeep Kapur, Mr.Virinder Pal
Singh, Mr.Vivek Suri, Mr.Sahil Modi
and Ms.Kajal, advocates

versus

STATE OF NCT OF DELHI & ANR. Respondents

Through: Mr.Amit Sahni, APP for the State.
Mr.Rohitt Kumar Yadav and
Mr.Gaurav Sarkar, advocates for R-2
with Respondent no.2 in person.
SI Ashwani Kumar Yadav, DIU/SP

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Date of Decision: 03.02.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petitions were filed challenging the order dated 08.08.2022 passed by learned ACMM (South), Saket Court Complex, New Delhi in CR Case No.3898/2019 titled as State vs. Cancellation arising out of FIR no.215/2017 dated 05.05.2017 registered at PS Saket. The petitioners in all the Crl.M.Cs are connected with DLF Universal Ltd.in one manner or the other.
2. For understanding of the facts, the FIR no.215/2017 was lodged by Mr.Rajiv Babbar/respondent no.2. The dispute arose out of a shop allotted by the petitioners herein to the respondent-complainant in DLF Mall, Saket. The police after investigation filed a cancellation report. The complainant filed a protest petition which was withdrawn on 22.10.2021. However, on 19.07.2022, the complainant again appeared

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before the court and submitted that he was induced into withdrawing his protest petition and cancellation report may be rejected. On this learned ACMM inter alia formed an opinion that there was enough material to treat the report as charge-sheet and summon the accused persons. Aggrieved of this the petitioners invoked the jurisdiction of this court. However, while the matter rested thus, the parties entered into a settlement on 17.01.2023. The agreement took place between Mr.Rajiv Babbar and Ms.Reena Babbar wife of Mr.Rajiv Babbar (first party) and M/s DLF Home Developers Ltd. through its authorized signatory Mr.Rahul Vohra (second party).

3. Perusal of the agreement in detail reveals that the complainant had booked a retail space bearing no.DSC 320 admeasuring 257 sq. ft. on 2nd Floor in DLF South Court and paid the entire consideration of Rs.60,58,298/-.The conveyance deed dated 02.02.2012 was duly executed between the parties. The property was converted from lease hold to free hold vide conveyance deed dated 03.10.2022. However, thereafter some dispute and differences arose between the parties and complainant filed a private complaint case bearing no. 4047/2017 in the court of learned ACMM, Saket Courts, New Delhi on which the present FIR was lodged against Mr.K.P.Singh and others. The police filed a cancellation report against which as stated above, protest petition was filed.
4. Both the parties stated that thereafter with an intend to amicable resolve the matter, the parties reached on a settlement. It was initially agreed that the allotment and possession of the first party will be shifted from

the said property bearing no. DSC320 on the 2nd Floor to another retail space bearing no. DSC169 on the ground floor.

5. It is submitted that the earlier settlement dated 01.07.2021 could not fructify except the fact that the complainant took possession of the retail space DSC 169 at the ground floor. Thereafter, the parties agreed to alter the terms of the said agreement dated 01.07.2021 and it was agreed that instead of shifting the allotment of the first party from unit no. DSC 320 to DSC 169 the second party will purchase property being unit No.DSC320 on second floor from first party for a sum of Rs.1,35,00,000/- (Rupees One Crore Thirty-Five Lakhs only) i.e. after deducting applicable TDS net amounting to Rs.1,33,65,000/-. (Rupees One Crore Thirty Three Lakhs Sixty Five Thousand only) The settlement between the parties is on the following terms and conditions:

“1. That the Parties, with an intent to give finality to the unresolved issues, which could not be closed due to some administrative concerns beyond the control of the Parties, including the delay caused due to conversion of said Property from leasehold to freehold, have cancelled the terms of the Settlement Deed dated 01.07.2021 and instead have agreed to the terms detailed herein.

2. That at the submission of the First Party that they do not intend to continue with the ownership of said Property being Unit No. DSC320 on the Second Floor and thus, intend to sell the same, the Second Party agreed to purchase it against payment of total sum of Rs.1,35,00,000/- (Rupees One Crores Thirty-Five Lakhs only) after deducting applicable TDS i.e. net amounting to Rs. 1,33,65,000/-. (Rupees One Crore Thirty Lakhs Sixty Five Thousand only), in full and final settlement of all the issues, disputes, differences of any nature whatsoever pending between them.

3. That it is agreed between the Parties that the First Party shall sell the Property bearing no. DSC320 to the Second Party and

execute and register the Sale Deed thereof in favour of the Second Party for payment of total sum of Rs.1,35,00,000/- (Rupees One Crore Thirty Five Lakhs only) after deducting applicable TDS i.e. net amounting to Rs.1,33,65,000/- (Rupees One Crore Thirty Three Lakhs Sixty Five Thousand only).

4. That as a result of cancellation of the said Settlement Deed dated 01.07.2021 the Parties agree that the shifting of the First Party to Unit bearing No. DSC169 at the Ground Floor shall stand cancelled and the First Party shall handover the physical, vacant and peaceful possession of the Property bearing no DSC 169 on Ground Floor in the said Project, to the Second Party in the manner as agreed and detailed below.

5. That the Parties agree upon and confirm following modalities to be completed by them, both individually as well as jointly (wherever required) to ensure that the present settlement is acted upon :

i. The Second Party shall pay the total sum of Rs. 1,35,00,000/- (Rupees One Crores Thirty-Five Lakhs only) after deducting applicable TDS i.e. net amounting to Rs.1,33,65,000/- (Rupees One Crore Thirty Three Lakhs Sixty Five Thousand only), in full and final settlement as per following Schedule:

Sl.No.	Stage	In favour of	DD No. & Date	Amount (in Rs.)
1.	<i>At the time of signing and execution of this Settlement Deed by Mr. Rajiv Babbar and Mrs. Reena Babbar as well as Application with affidavit for early hearing of aforesaid Cr.PC bearing Nos. Crl.M.C. 6367/2022,</i>	<i>Mrs. Reena Babbar</i>	<i>507241 dated 24.11.2022</i>	<i>45,00,000/-</i>

	<i>Crl.M.C. 6368/2022 & Crl.M.C. 6393/2022.</i>			
2.	<i>At the time of giving statement by Mr. Rajiv Babbar (of the First Party) before Hon'ble High Court in the aforesaid Cr.PC bearing Nos.Crl.M.C.6367/2022, Crl.M.C.6368/2022 & Crl.M.C.6393/2022 of having settled all disputes</i>	<i>Mr. Rajiv Babbar</i>	<i>507239 dated 24.11.2022</i>	<i>45,00,000/-</i>
3	<i>At the time of Execution and registration of the Sale Deed before the Sub-Registrar in favour of Second Party</i>	<i>Mr. Rajiv Babbar</i> <i>Mrs. Reena Babbar</i>	<i>507240 dated 24.11.2022</i> <i>507242 dated 24.11.2022</i>	<i>21,82,500/-</i> <i>21,82,500/-</i>

6. The agreement has duly been signed by both the parties. In terms of the settlement Rs.45 lakhs had already been paid on 17.01.2023 and second instalment of Rs.45 lakhs by way of demand draft no. 507239 dated 24.11.2022 drawn on ICICI Bank, Connaught Place, New Delhi has been handed over today. The third instalment i.e. two demand drafts of Rs.21,82,500/- each shall be supplied at the time of execution of the sale deed.

7. Learned APP submits that police has already filed the cancellation report. He also submits that even the protest petition has withdrawn by the complainant.
8. The parties have reached to an amicable settlement. The dispute is predominantly of civil in nature and by way of their mutual settlement on the terms and conditions as stated above, the dispute stands settled. The parties shall remain bound by the agreement as contained in settlement deed dated 17.01.2023.
9. In view of the terms of the settlement, Order dated 08.08.2022, passed by Ld. ACMM (South), Saket Court Complex, New Delhi in CR. Case. No. 3898/2019, titled as State v. Cancellation arising out of FIR No. 215/2017 under section 406/420/120B IPC registered at PS Saket, New Delhi and Complaint Case No.4047/2017 along with all the other proceedings emanating therefrom is quashed.
10. All the petitions along with the pending applications are disposed of.
11. Next date fixed i.e. 27.02.2023 stands cancelled.

DINESH KUMAR SHARMA, J

FEBRUARY 03, 2023

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