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

+ **CRL.M.C. 1258/2022**

TDI INFRASTRUCTURE LTD

.....Petitioner

Through: Ms. Roohe Hina Dua, Ms. Dhanakshi
Gandhi, Mr. Randeep Sachdeva,
Advocates.

versus

GOVT OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Amit Ahlawat, APP for the State.
Insp. Dharmendra Kumar Singh

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

22.07.2024

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CRL.M.C. 1258/2022 & CRL.M.A. 21154/2024

1. The Petitioner has approached this Court seeking quashing of FIR No.112/2019 dated 25.06.2019 registered at Police Station Economic Offences Wing for offences under Sections 406, 420 & 120-B IPC.
2. The matter was heard in detail and Judgment was reserved on 15.07.2024.
3. It seems that pursuant to the Judgment being reserved, the parties have entered into a settlement. A Memorandum of Understanding dated 18.07.2024 has been filed. The said MoU reads as under:

*“ MEMORANDUM OF SETTLEMENT
This Memorandum of Settlement is made and executed
at New Delhi on this 18th day of July 2024.*

BETWEEN

M/S TDI Infrastructure Ltd., a company registered

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under the Companies Act, 1956, having its Corporate Office at 2nd Floor, Mahindra Towers 2A, Bhikaji Cama Place, New Delhi - 110066, through its Director/ Authorized Signatory Shri Ved Prakash, S/o Late Shri Asha Nand, addressee of 2nd Floor, Mahindra Towers 2A, Bhikaji Cama Place, New Delhi-110066, duly authorized by the Board of Directors to execute the present Memorandum of Settlement, hereinafter referred to as 'FIRST PARTY' which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assignees. Copy of the said board resolution is annexed with the present agreement.

AND

Mrs. Minakshi Verma, W/o Mr. Charan Singh Verma, Rio B-1051, First Floor, Greenfields Colony, Surajkund, Faridabad, Haryana, Through her lawful attorney Mr. Charan Singh Verma (Husband), hereinafter referred to as 'SECOND PARTY' (which expression shall unless repugnant to the context or meaning thereof be deemed to include their successors and assignees).

The First Party and the Second Party are hereinafter referred to individually as "Party" and collectively referred to as the "Parties".

WHEREAS:

1. The First Party along with its associate companies is developing an integrated Township under the name and style of 'TDI City', Kundli, Haryana. (Hereinafter referred to as THE SAID PROJECT) comprising of the commercial, institutional, recreational and residential plots of various dimensions and multipurpose commercial complexes, in accordance with the layout



plan, duly sanctioned by Director, Town and Country Planning, Govt. of Haryana.

2. That the Second Party booked a Residential Plot, admeasuring 250 Sq. yds., against Customer ID bearing No. KR3-0695 with the First Party in its Project namely, "TDI City", Kundli, Sonapat, Haryana (hereinafter referred to as the said "PROJECT"). The First Party allotted a Plot No. L-426 in its above-mentioned Project for total value Rs. 18,51,000/(Rupees Eighteen Lakhs Fifty One Thousand Only) out of which the Second Party has only paid a sum of Rs. 17,99,375/-(Rupees Seventeen Lakhs Ninety Nine Thousand Three Hundred and Seventy Five Only) towards the part sale consideration for the allotted Plot. However, the Second Party being aggrieved by the delay in possession of the said Plot led to following litigations, inter-se the parties to this agreement:-

- Criminal Complaint by the complainant leading to Registration of FIR No. 112/2019, U/s 406/420/34/120B of Indian Penal Code, 1860, in P.S.-BOW Delhi, and a Charge Sheet is filed by BOW, New Delhi, in the competent court. Now the said case is listed before the Ld. CMM, Patiala House Court (bearing no. Cr. Case No. 2571/2021 titled as "State vs. Ravinder Taneja & Ors' on 30.09.2024.*
- Civil Suit No. CS/130/2020 titled as "Minakshi Verma Vs. TDI Infrastructure Ltd." against the First Party and its officials in Patiala House Court, Delhi, which is now pending sub-judice and is now listed on 25.07.2024.*
- A Petition No. CP (IB) No, 824/2019 titled as "Minakshi Verma Vs. TDI Infrastructure Ltd., against the First Party and its officials in NCLT, Delhi, which got disposed of on receipt of an amount of Rs.*



35,18,164/- (Thirty Five Lakhs Eighteen Thousand One Hundred and Sixty Four Only) by the second party which include the principal amount of Rs. 17,99,375/- (Rupees Seventeen Lakhs Ninety Nine Thousand Three Hundred and Seventy Five Only) and compensation at interest of 9% as interest on the principal,.

- A Quashing petition bearing no. CRL. M.C. 1258/2022 titled as "M/s TDI Infrastructure & Ors. Vs. Govt of NCT of Delhi & Ors.") filed by the First Party before the Hon'ble Delhi High Court, thereby seeking quashing of the said FIR, being no, 112/2019.

3. That the aforesaid litigation remain pending as the second party was not satisfied with the quantum of compensation given by the first party, now after an amicable settlement pursuant to mutual discussion, it is agreed that the first party shall pay the amount of Rs. 5,00,000/- (Rs. Five Lakhs Only) to the Second Party as compensation, towards full and final settlement of disputes to the satisfaction of second party, inter-se the parties on the following terms and conditions.

NOW THIS MEMORANDUM OF SETTLEMENT WITNESSETH AS UNDER:

1. That in consideration of receipt of Rs. 5,00,000/- (Rs. Five Lakhs Only) as compensation, in following manner:

- Rs. 5,00,000/- (Rs. Five Lakhs Only) shall be paid by the first party to the second party through Demand Draft/Bankers Cheque, which will be handed over by the first party to the second party at the time of hearing in the Hon'ble High Court of Delhi on the application for intimation of settlement by the First party. (IN FAVOUR OF MINAKSHI VERMA).



• *The Second Party shall appear before the Hon'ble Delhi High Court in Quashing Petition titled as "TDI Infrastructure Ltd. Vs. Govt. of NCT Delhi & Ors.", being CRL.MC. No. 1258/2022, pending subjudice before Hon'ble High Court of Delhi and record its statement of settlement and co-operate in quashing of said FIR no. 112/2019. The second party shall appear before the Hon'ble Court of Ms. Nabeela Wali, Ld. Chief Metropolitan Magistrate (CMM), Patiala House Court, Delhi and make a statement of compounding of offence of FIR No. 112/2019, P.S.- EOW, New Delhi, against all accused persons if needed.*

2. That the Second Party shall sign and execute all the Applications/ Affidavits for Compounding/Quashing of said FIR.

3. That the Second Party shall also withdraw a Civil Suit No. CS/130/2020 titled as "Minakshi Verma Vs. TDI Infrastructure Ltd." against the First Party and its officials in Patiala House Court, Delhi, which is now pending sub-judice.

4. That the Second Party shall not file or initiate any Criminal, Civil, Consumer case or proceedings relating to present cause, before any legal forum after the parties to the present Memorandum of Settlement have discharged their respective assignments under the present deed.

5. That the Second Party hereby confirm that after receiving the DD/bankers cheque; no disputes remain pending between the parties with regard to that registered Customer ID No. KR3-0695.

6. That after the payment of the aforesaid amount, the Second Party has surrendered all its entitlement, claim



and rights (vested or contingent) accrued in the said plot, which was allotted earlier to the Second Party subject to clearance of the Demand draft/Bankers cheque as aforesaid.

7. That the parties to this agreement have mutually cancelled the registration form, original receipt of acknowledgement issued by the First Party to the Second Party towards the part consideration of the aforesaid plot. The Second Party further undertakes that it shall not do any deals which shall be adversary to the rights of the First Party pertaining to the said allotment of the plot.

8. That the Second Party after the execution of the present deed and after receiving the afore said agreed amount, shall not have any claim, of any; kind, qua the said plot subject to clearance of Demand Draft/Bankers cheque.

9. That the First Party, on the execution of present deed shall possess all rights and entitlement in the said plot i.e. right to retransfer/reallocate it to the prospective buyer in the manner as it desires, subject to receiving the agreed amount.

10. That the Second Party has no longer dispute of any kind, with regard to the said plot with the First Party, after receiving the refund of principal amount and compensation thereupon. The issues which gave rise to filing of Consumer and Criminal Complaint stand resolved.

11. That after execution of the present agreement, in case the Second party intentionally fails to appear and make statement of settlement and compounding of offences against all accused persons, then the First



party shall have right to initiate all legal actions in its favour whatsoever against the Second party.

12. That after the execution & implementation of present Memorandum of Settlement in its letter & spirit, the grievances of Second Party shall stand fully satisfied

13. That the Parties have arrived at this settlement of their own free will without any coercion or undue influence.

IN WITNESS WHEREOF the parties hereto have signed this Memorandum of Settlement on the day, month and year as first above written, in the presence of the following witnesses.”

4. A perusal of the abovementioned MoU shows that the Petitioner herein has paid a sum of Rs.5,00,000/- to the Respondent No.4 herein as full and final amount towards all the claims of the Respondent No.4. It is pertinent to mention that this amount of Rs.5,00,000/- is over and above Rs.35,15,945/- which the Respondent No.4 has already received from the Petitioner.

5. Today, the Petitioner and the Complainant/Respondent No.4 are present in the Court. The petitioner and the Respondent No.4 have been identified by their respective Counsels and the Investigating Officer. Complainant/Respondent No.4 states that he has amicably settled all his disputes with the Petitioner out of his own free will, without pressure, coercion or undue influence. He states that he has received full and final amount of Rs.5,00,000/- from the Petitioner and wants to quash the present proceedings.



6. Considering the fact that the disputes are purely private in nature, the instant case is squarely covered under the judgment of the Supreme Court in Gian Singh v. State of Punjab, (2012) 10 SCC 303.

7. In view of the settlement arrived at between the parties, this Court is of the opinion that no useful purpose will be served in continuing with the present proceedings. Resultantly, FIR No.112/2019 dated 25.06.2019 registered at Police Station Economic Offences Wing for offences under Sections 406, 420 & 120-B IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the terms of the settlement and the undertaking given to the Court.

8. The petition stands disposed of with the above observations along with the pending application(s), if any.

SUBRAMONIUM PRASAD, J

JULY 22, 2024

Rahul