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

+ **CRL.M.C. 2081/2022 & CRL.M.A. 8813/2022**

TDI INFRASTRUCTURE LTD.

.....Petitioner

Through: Ms. Roohe Hina Dua (D/2/2012), Mr. Randeep Sachdeva, Ms. Dhanakshi Gandhi and Mr. Kamal Rathi, Advocates along with the authorize representative of the Petitioner in person.

versus

GOVT.OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Yudhvair Singh Chauhan, APP for the State.
Mr. Gagan Chawla (D-984/2006), Advocate for R-3 and 4 along with Respondent Nos2 and 3 in person.
Insp. Jasveer Singh, PS EOW

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

24.09.2024

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1. The Petitioner has approached this Court for quashing FIR No.42/2018 dated 19.04.2018, registered at police station Barakhambha Road for offences punishable under Section 406/420/120B/34 IPC.
2. The dispute was referred to mediation by an Order dated 27.01.2023 passed by this Court. A settlement has been arrived at between the Parties vide a Memorandum of Settlement dated 24.09.2024. The Memorandum of Settlement dated 24.09.2024 read as under:

“MEMORANDUM OF SETTLEMENT



This memorandum of settlement is made and executed at New Delhi on this 24th day of September, 2024.

BETWEEN

M/s. TDI Infrastructure Ltd., a company registered under The Companies Act, 1956, having its Corporate Office at 2nd Floor, Mahindra Towers 2A, Bhikaji Cama Place, New Delhi- 110066, through its Director Shri Ved Prakash, S/o Late Sh. Asha Nand, addressee of 2nd Floor, Mahindra Towers 2A, Bhikaji Cama Place, New Delhi-110066, duly entitled to execute the present Memorandum of Settlement in capacity of director, 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).

AND

Mr. Tejbir Singh, S/o Mr. Harvinder Singh and Mr. Harvinder Singh S/o Late Shri Harbans Singh, both R/o D-78, East of Kailash, New Delhi - 110065 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 as "Parties"

WHEREAS:

1. The First Party along with its associate companies have developed/in process of developing an integrated Township under the name and style of 'TDI City', Kundli, Sonapat, Haryana, in accordance with licence(s) granted by the Director, Town & Country Planning, Haryana (DTCP) under the provisions of Haryana Development and Regulation of Urban Areas



Act, 1975 and the Rules made there under.

2. The Second Party jointly booked a residential flat admeasuring 1,110 Sq. Ft. against Customer ID bearing No. KFL-15879 with the First Party in its Project namely "Kingsbury Apartments" at TDI City, Kundli, Sonapat (Haryana) at basic rate of Rs. 1,750 per Sq. Ft, beside other statutory charges in a scheme of the First Party.

3. The First Party has received a sum of Rs, 11,77,500/- (Rupees Eleven Lakhs Seventy-Seven Thousand Five Hundred only) from the Second Party towards the part sale consideration of the Unit No. G6-0202 in "Kingsbury Apartments" at TDI City, Kundli, Sonapat (Haryana). However, due to unavoidable circumstances, there was delay in handing over the physical possession of the allotted unit.

4. That subsequent thereto, the Second Party feeling aggrieved by the delay in handing over the possession of the said unit, they filed the following litigations against the First Party:

a) A Criminal Complaint leading to Registration of FIR No.42/2018, U/s 406/420/34/120B of Indian Penal Code, 1860 in EOW, New Delhi for which a Charge Sheet is filed by EOW, New Delhi, and now the said case is listed before the Ld. CJM, Patiala House Court bearing No. Cr Case 683/ 2021 titled as "State v. Ravinder Taneja" and is now next listed on 30.09.2024 and a quashing petition before Hon'ble Delhi High Court bearing no. Cri. MC. 2081/2022 titled as "M/s TDI Infrastructure Ltd. & Ors. vs Govt. of NCT of Delhi & Ors." which is now next listed on 24.09.2024.

b) A Consumer Complaint before Hon'ble State



Consumer Dispute Redressal Commission, Delhi bearing No. CC/460/2018, titled as "Tejbir Singh & Anr. vs TDI Infrastructure Ltd." which is now next listed on 26.11.2024.

5. The First Party approached the Second Party to clear the grievances and resolution of dispute. Now after an amicable settlement pursuant to mutual discussion, the First Party will refund a total amount of Rs. 45,44,658 - (Rupees Forty-Five Lakhs Forty-One Thousand and Forty-Four only) to the Second Party as full and final amount of settlement which includes Principle amount as well as Interest.

6. On signing of the said agreement, the Second Party represented to the First Party that now there is no dispute between them which remains unresolved.

NOW THIS MEMORANDUM OF SETTLEMENT WITNESSETH AS UNDER:

1. That the First Party shall pay the total amount of Rs. 45,44,658/- (Rupees Forty-Five Lakhs Forty-Four Thousand and Six Hundred Fifty-Eight only) to the Second Party as full and final settlement amount for the Satisfaction of grievances of delay in handing over the possession of allotted flat. The said amount is being paid to the Second Party in the following manner:

a. Two Demand Draft amounting to Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand only) and Rs. 10,22,329 (Rupees Ten Lakhs Twenty-Two Thousand Three Hundred and Twenty-Nine only) favoring "Tejbir Singh" bearing no. 282079 and 282089 Dated 07/09/2024 and 20/09/2024 issued by Indian Overseas bank, Rajiv Circle at the time of signing of this present agreement;



b. Two Demand Draft amounting to Rs.12,50,000/- (Rupees Twelve Lakhs Fifty Thousand only) and Rs. 10,22,329 (Rupees Ten Lakhs Twenty Two Thousand Three Hundred and Twenty Nine only) favoring "Harvinder Singh" bearing no. 282090 and 282078 dated 07/09/2024 and 20/09/2024 issued by Indian Overseas bank, Rajiv Circle,

Both the draft shall be handed over when both the Second Parties makes their statement of settlement before the Hon'ble Delhi High Court where quashing petition bearing no. Cri. MC. 2081/2022 titled as "M/s TDI Infrastructure Ltd. & Ors. vs. Govt. of NCT of Delhi & Ors." is pending subjudice on its next date of hearing i.e on 24.09.2024.

2. That the Second Party shall appear and make a statement of settlement and compounding of offence of FIR No.42/2018, P.S.- EOW, Delhi, in which a trial is pending subjudice before the Hon'ble Court of the Ld. CJM, Patiala House Court, Delhi and when the Application of compounding is filed by the parties before the Hon'ble Court of the then Ld. CJM, Patiala House Court, Delhi subject to complete payment as aforestated by the First party to the Second Party.

3. That the Second Party shall sign and execute all the applications/ affidavits for compounding/quashing of said FIR.

4. That the Second Party will withdraw their Consumer Complaint titled as "Tejbir Singh & Anr. vs TDI Infrastructure Ltd.," bearing No.CC/460/2018 which is pending before the Hon'ble State Consumer Dispute Redressal Commission, Delhi on its next date of hearing on 26.11.2024 and will also make statement of settlement subject to conditions as stated above.



5. *The Second Party further ensures that there is no other Civil or Criminal or Consumer Complaint filed by the Complainant / Second Party against the First Party or its Officials / Directors in any of the Law Enforcing Authorities/Court/Forum/Tribunals qua the plot in question and in case there is any litigation pending before any court of law against the First Party with regard to the Plot in question, the same shall be withdrawn by the Second Party with immediate effect.*

6. *That the Second Party shall not file or initiate any criminal or consumer or civil case or legal 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 after receipt of complete payment.*

7. *The Second Party hereby claims that now no disputes remain between the parties with regard to that registered Customer ID No. KFL-15879 after receipt of complete payment.*

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

9. *That the parties have arrived at this settlement out of their own free will without any coercion, pressure, undue influence and misrepresentation.*

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.”

3. The authorize representative of the Petitioner and the Respondent



Nos.3 and 4 are present in Court. In terms of the Settlement dated 24.09.2024, a sum of Rs.22,72,329/- has been paid to Respondent Nos.3 and 4 each towards full and final settlement amount of all their claims. Respondent Nos.3 and 4, who are present in Court, state that they have settled all their disputes with the Petitioner out of their own free will, without pressure, coercion or undue influence and state that they do not want to pursue with the present case any further and request that the present FIR and the proceedings emanating therefrom may be quashed. The Parties undertake that they will remain bound by the settlement and the proceedings recorded before this Court.

4. In order to avoid prolong litigation and relegating the Parties back to the Trial Court and in view of the fact that Settlement has arrived at between the Parties and the instant case is squarely covered by the law laid down by the Supreme Court in Gian Singh vs. State of Punjab, (2012) 10 SCC 303, this Court is inclined to exercise its jurisdiction under Section 482 Cr.P.C to quash the FIR. Resultantly, the FIR No.42/2018 dated 19.04.2018, registered at police station Barakhambha Road for offences punishable under Section 406/420/120B/34 IPC and the proceedings emanating therefrom are hereby quashed. The parties shall remain bound by the undertaking given to the Court

5. The petition stands disposed of in the above terms, along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

SEPTEMBER 24, 2024

S. Zakir