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

+ **W.P.(CRL) 2712/2024**

UMESH KUMAR JINDAL AND ORS.

.....Petitioners

Through: Mr. Vikram Panwar, Mr. Vaibhav
Tomar, Mr. Prabhjot Singh Dhillon
and Ms. Heena Khan, Advocates.

versus

STATE (NCT OF DELHI) AND ANR.

.....Respondents

Through: Mr. Amit Peswani, Advocate for Ms.
Nandita Rao, ASC for the State with
Inspector G.N. Tiwari with SI
S.K.Singh, PS EOW, Mandir Marg,
New Delhi.
Mr. Narendeer Maan and Mr. Kunal
Sharma, Advocates for the
complainant.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

04.09.2024

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CRL.M.A. 26650/2024 (Exemption)

1. Exemption allowed, subject to all just exceptions.
2. The application stands disposed of.

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3. The Petition under Article 226 of the Constitution of India read with Section 528 of the Bhartiya Nagrik Suraksha Sanhita (*hereinafter referred to as 'B.N.S.S., 2023'*) has been filed on behalf of the petitioners, seeking to quash the FIR No. 18/2024 for the offence under Section 120-



B/420/468/471 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC, 1860'*) registered at Police Station Economic Offences Wing, Delhi.

4. Issue notice.

5. Mr. Amit Peswani, learned counsel appearing on advance notice, accepts notice on behalf of the State.

6. Brief facts of the case are that Mr. Sunil Kumar s/o Mr. Shishpal r/o Village Padha, District Karnal, Mr. Sultan Singh s/o Mr. Mangeram r/o H.N. 481, Nangla District Panipat and Mr. Narayan Singh s/o Prathvi Singh r/o H.No. 947, Village Bawana, Delhi, approached the petitioners, to sell their land on representation that they are the owners of the land measuring 30 Kanal 1 Marla situated at Village Baddi, Tehsil Gannaur, District Sonapat, having purchased the same from M/s Okara Agro Industries Limited through Mr. Narinderjeet Singh *vide* Sale Deed dated 26.10.2015. On the representation of the sellers that the said land is free from any kind of lien, the petitioners had purchased the agricultural land measuring 30 Kanal 1 Marla situated at Village Baddi, Tehsil Gannaur, District Sonapat, from Narain Singh, Sultan Singh and Sunil Kumar etc, *vide* Sale Deed dated 14.09.2018. It is submitted that being the *bona fide* purchasers of the above said land, the petitioners sold the above said agricultural land measuring 21 Kanal 1 Marla situated at Village Baddi, Tehsil Gannaur, District Sonapat, to the respondent No. 2 *vide* Sale Deed dated 11.04.2019. Later, the respondent No. 2 came to know that the above said land was the subject matter of liquidation proceedings in Co.A (M) No. 115/2002, in the matter of M/s Okara Agro Industries Limited. *Vide* Order dated 25.05.2021 in Co. Application No. 232/2021 in Co.A (M) No. 115/2002, auctioned the above said property to auction purchaser M/s HSV Media Pvt. Ltd. for



Rs.14,10,00,000/- and the said sale was confirmed *vide* Order dated 06.10.2022 and the Sale Certificate dated 28.12.2022 was issued by the Official Liquidator. It is further submitted that the Sale Deed dated 11.04.2019 did not confer any right, title or interest in favour of the respondent No. 2 in the above said land and the respondent No. 2 asked the petitioners, to return his money.

7. The respondent No. 2 filed a Complaint before the Economic Offences Wing, which was registered on 22.03.2024 *vide* FIR No. 18/2024 under Sections 120-B/420/468/471 of IPC, Police Station Economic Offences Wing, Delhi.

8. It is stated that the matter has been amicably settled between the petitioner and the respondent No. 2 *vide* Memorandum of Understanding dated 26.06.2024 wherein it was *inter alia* settled between the parties that the petitioners shall return the total settlement amount of Rs.3,21,01,427/- by way of nine cheques to the respondent No. 2, within a period of four months. Rs.20,16,850/- towards the stamp duty and miscellaneous expenses of Rs.50,000/- shall be incurred by the respondent No. 2, at the time of execution of the Sale Deed dated 19.04.2019. It is further agreed that the respondent No. 2 shall be entitled for interest @ 12% p.a. from the date of Sale Deed dated 11.04.2019, till the date of the refund of the entire amount.

9. It is stated that the petitioners have paid the entire sale consideration i.e. Rs. 3,21,01,427/- under the Sale Deed within two months, by way of nine cheques, drawn on ICICI Bank, Shastri Nagar Branch, Delhi, in the name of Manoj Jain/the respondent No. 2 and the same has been accepted by the respondent No. 2. Moreover, the complainant has purchased the suit property in a public auction. Learned counsel for the complainant further



states that though there were five accused and the matter has been settled against three but the Settlement is complete and comprehensive *viz a viz* all the five named accused in the FIR and the settlement is in respect of the entire dispute against all the accused persons.

10. In view of the Settlement Deed dated 26.06.2024, the present Petition has been filed.

11. Learned counsel for the State, however, has objected to this Settlement on the ground that the alleged Sale Deed by the accused persons had been entered into in violation of the Orders of the Court.

12. The parties are present before this Court in-person today, and have been identified by their counsel and Investigating Officer concerned. The parties have endorsed the amicable settlement and accepted the terms thereof voluntarily.

13. The parties have submitted that all the disputes have been amicably settled *vide* Memorandum of Understanding dated 26.06.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

14. The present petition has been signed by the petitioner and is supported by his affidavit. The parties have reaffirmed the terms of the settlement arrived at *vide* Memorandum of Understanding dated 26.06.2024 and they also submit that the said Memorandum of Understanding dated 26.06.2024 has been arrived at between the parties, without any pressure and coercion.

15. Today, the respondent No. 2, who is present in the Court, states that he has received all amounts due to him and has no objection if the FIR is quashed.

16. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion, no



useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

17. Moreover, there is no legal impediment in quashing the FIR in question.

18. The Settlement and the quashing of FIR No. 18/2024 for the offence under Section 120-B/420/468/471 of the IPC registered at Police Station Economic Offences Wing, Delhi, which is without prejudice to the infringement of any Orders of the Court for which independent proceedings may be undertaken. Considering the transfer and the nature of the Settlement, each petitioner is hereby directed to deposit a cost of Rs.15,000/- each in the Delhi High Court Legal Services Committee. It is also undertaken by the parties that the Sale Deed that was executed in favour of the complainant, stands cancelled and it is only a Sale Certificate, which confers the title of the property.

19. FIR No. 18/2024 for the offence under Section 120-B/420/468/471 of the IPC registered at Police Station Economic Offences Wing, Delhi and all consequential proceedings emanating therefrom are quashed.

20. The Petition stands disposed of.

NEENA BANSAL KRISHNA, J

SEPTEMBER 4, 2024/RS