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

+ **CRL.M.C. 7062/2024**

VIJAY KUMAR SINHA

.....Petitioner

Through: Mr. Arjun Syal (D/1180/2011) and
Ms. Mehaak Jaggi, Advocates.

versus

STATE OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Keshav Madhav Gulati, Advocate
for R-2.

SI Mahesh Chand, PS Badarpur

AR of Respondent No.2 in person

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

ORDER

% **06.09.2024**

CRL.M.A. 26973/2024 (Exemption)

Allowed, subject to all just exceptions.

CRL.M.C. 7062/2024 & CRL.M.A. 26972/2024

1. The Petitioner has approached this Court for quashing FIR No.482/2016 dated 18.11.2016 registered at Police Station Badarpur for offences under Section 420, 120B & 34 IPC on the ground that the parties have entered into a settlement agreement.

2. The accused in the FIR are M/s Akme Projects Limited, a company incorporated under the Companies Act. It is stated that Anil Nanda, Vijay Kumar Sinha (Petitioner herein) and Helmut Theodor Nanz, were the directors of the company.

3. Chargesheet has been filed for offences under Sections 420, 406, 120B & 34 IPC. During the pendency of the proceedings, Anil Nanda and



Helmut Theodor Nanz have passed away. As of date, only the company, namely, Akme Projects Limited and the Petitioner herein are the two persons against whom the proceedings can continue.

4. A Settlement Agreement dated 18.08.2024 has been arrived at between the parties. Under the settlement agreement, Mr. Sonu Thukral, the Legal Representative (LR) of Anil Nanda has agreed to settle the dispute with the Complainant M/s Apogee Enterprises Private Limited. The terms of the settlement reproduced as under:-

“Settlement amount

2. The Parties herein have decided to settle all their existing disputes, litigations, transactions by way of the present Settlement Agreement in terms of the mutual covenants as set forth herein below;

i. ST has represented to Apogee and NN that ST is the rightful legal heir/representative of Lt. Mr. Anil Nanda by virtue of the registered Will dated 19.07.2023. Further, ST claims to be the sole and absolute owner of the immovable property bearing no. 12 C Friends Colony, New Delhi 110065 as well as shares of Lt. Mr. Anil Nanda in Joint Investment Pvt. Ltd., AN Enterprises, Hari Raj Investments Consultants Pvt. Ltd. which has been bequeathed to ST by Lt. Mr. Anil Nanda (by virtue of the aforesaid Registered Will dated 19.07.2023). Without prejudice to any claims Apogee and NN have had against the estate of Lt. Mr. Anil Nanda prior to the execution of this Settlement (which now stand settled pursuant to the Settlement Amount being paid), Apogee and NN have no objection to the validity, legality and enforceability of the said Will.

Apogee and NN admit and accept that AKME and Lt. Anil Nanda have cumulatively repaid a total sum of



Rs.68,00,000/- ("Repaid Amount") against the outstanding dues under the Loan Agreement, Addendum Agreement and Personal Guarantee, which Repaid Amount had been accounted for in the claims admitted in the CIRP of AKME. The Repaid Amount of Rs. 68,00,000/- was paid in the following manner:-

a. Rs. 18,00,000/- -paid by AKME between 2013 - 2014 against the interest outstanding for the 2nd quarter of FY 2013-14 under the Loan Agreement;

b. Rs. 50,00,000/- paid to Apogee on 20.06.2017 via RTGS transfer bearing UTR HDFCR52017062098263677 which amount was adjusted against outstanding interest on that date;”

5. A perusal of the settlement agreement indicates that a sum of Rs.68 lakhs had been paid in a manner which has been described as under:-

“a. Rs. 18,00,000/- -paid by AKME between 2013 - 2014 against the interest outstanding for the 2nd quarter of FY 2013-14 under the Loan Agreement;

b. Rs. 50,00,000/- paid to Apogee on 20.06.2017 via RTGS transfer bearing UTR HDFCR52017062098263677 which amount was adjusted against outstanding interest on that date;”

6. After that, it is further stated that a sum of Rs.6,70,00,000/- would be paid in the manner which is described in the settlement agreement and the same reads as under:-

“v. ST shall pay the Settlement Amount in the following manner;

a. Rs. 4,70,00,000/- (Rupees Four Crores Seventy Lakhs Only) ("First Installment") shall be paid at the time of execution of this Settlement Agreement by way



of Demand Draft bearing number 501839 drawn upon ICICI bank dated 06.08.2024 issued by M/s Net Media.

b. The remaining amount of Rs. 2,00,00,000/- (Rupees Two Crores) ("Second Installment") will become payable and shall be paid after (i) Probate/Letters of Administration in relation to Late Mr. Anil Nanda's will dated 19.07.2023 being granted in favour of ST which is pending adjudication in district court Saket; (ii) de-freezing of bank account of the Late Mr. Anil Nanda (maintained at Indian Bank) done vide Provisional Attachment Order dated 28.03.2024 and subsequent attachment orders totaling to Rs. 2,21,82,500/(Rupees Two Crores Twenty One Lakhs Eighty Two Thousand Five Hundred Only)-whichever is later."

7. The Petitioner is present in Court today. Mr. Sonu Thukral, Legal Representative of Anil Nanda also has joined the proceedings through video-conferencing. He accepts that he has entered into an agreement with the Complainant and he will abide by the same. Learned Counsel for the Petitioner has identified the Petitioner and the Legal Representative of Anil Nanda.

8. The Authorized Representative (AR) of the Complainant/Apogee Enterprises Private Limited is also present in Court today. He has handed over a copy of the authorization of resolution issued in favour of Rajpal Singh. The said resolution reads as under:-

***"AUTHORIZATION FOR SETTLEMENT
AGREEMENT AND LEGAL MATTERS***

"RESOLVED THAT Mr. Rajpal Singh, S/o Kedar Singh, holding Aadhar No. 5131 3639 2061, and/or Mr. Ashish Goel, S/o Sh. S.K. Goel, being the directors



of the company be and are hereby authorized to enter into a settlement and prepare, sign, and execute the settlement agreement, on behalf of Apogee Enterprises Pvt. Ltd. ("Company"), regarding any and all disputes of the Company with the estate of Lt. Mr. Anil Nanda.

"FURTHER RESOLVED THAT Mr. Rajpal Singh and/or Mr. Ashish Goel are hereby jointly and/or severally authorized to receive any settlement amount regarding the above settlement on behalf of the Company and to sign affidavits, petitions, or any other documents required for the purpose of performing the obligations of such settlement agreement including but limited to executing any pleadings affidavits applications, quashing of FIR / criminal proceeding, if any and withdrawing/settling any proceedings specified thereto in the settlement agreement in order to resolve all pending legal matters between the parties involved.

"FURTHER RESOLVED THAT, the actions taken by Mr. Rajpal Singh and/or Mr. Ashish Goel jointly and/or severally in connection with this resolution are hereby ratified, confirmed, and approved.

"FURTHER RESOLVED THAT any Director of the Company is instructed to provide a certified copy of this resolution to Mr. Rajpal Singh and Mr. Ashish Goel and to update the relevant records accordingly.

For and on Behalf of Apogee Enterprises Private Limited”

9. In view of the fact that the parties have entered into a settlement, this Court is of the opinion that the law laid down by the Apex Court in Gian Singh v. State of Punjab, (2012) 10 SCC 303, no useful purpose would be



served in continuing with the instant complaint and more so when the FIR is of the year 2016.

10. Resultantly, FIR No.482/2016 dated 18.11.2016 registered at Police Station Badarpur for offences under Section 420, 120B & 34 IPC and the proceedings emanating therefrom are hereby quashed.

11. It is made clear that if Mr. Sonu Thukral defaults in honouring his commitment, then it is always open for the Complainant to initiate the proceedings in accordance with law.

12. With these observations, the petition is disposed of along with pending application(s), if any.

SUBRAMONIUM PRASAD, J

SEPTEMBER 6, 2024

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