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

\+ CRL.M.C. 10199/2024, CRL.M.A. 39105/2024

M/S ADTV COMMUNICATION PVT.LYD. (EARLIER KNOWN AS M/S AEZ INFRATECH PVT.LYD.) & ORS. .....Petitioners

Through: Mr. Gautam Narayan, Sr. Adv. with Mr. Tushar, Mr. Honey Khanna, Mr. Diwakar Lohia, Advs.

versus

STATE THROUGH ECONOMIC OFFENCE WING & ANR. .....Respondents

Through: Ms. Meenakshi Dahiya, APP for State and SI S.K. Singh, PS Sector-4, EOW.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

O R D E R

% **24.12.2024**

CRL.M.A. 39104/2024

1. Exemption allowed, subject to all just exceptions. Application stands disposed of.

CRL.M.C. 10199/2024

2. The present petition has been filed under Section 528 BNSS r/w Article 227 of the Constitution of India seeking quashing of case FIR No. 27/2019 under Section 420/120B IPC registered at PS EOW, Mandir Marg on the basis of amicable settlement entered into between the parties vide MOU dated 22.06.2021.

3. Issue notice.

4. Leaned APP for the State has accepted the notice.

5. Learned counsel for respondent No.2 has also accepted the notice.

6. Briefly stating the facts are that Petitioner No. 1, M/s ADTV Communication Pvt. Ltd. engaged in the business of Real Estate Development. Allegedly, complainant had booked two flats in a project developed by petitioner No.1 and payments were made via housing loan by ICICI Bank with balance payment due at possession. A tripartite agreement was duly executed which involved respondent No.2, petitioner No.1 and M/s Hard-stone Infrastructure Pvt. Ltd. under which M/s Hardstone Infrastructure Pvt. Ltd. undertook to pay the sale consideration directly to Respondent No. 2. However there was delay in the completion and respondent No.2 initiated criminal proceedings and FIR was lodged. Subsequently, parties entered into a Memorandum of Understanding (MOU) in November 2020 followed by Addendum in 22.06.2021.

7. Pursuant to the MOU, the petitioners cleared outstanding payment to respondent No.2 and ICICI Bank and respondent No.2 affirmed the settlement via affidavit and expressed no objection if the FIR is quashed.

8. Mr. Gautam Narayan, learned senior counsel for the petitioner submits that M/s Hardstone Infrastructure Pvt. Ltd is the subsidiary of petitioner No.1. The parties have entered an MOU dated 27.11.2020 and addendum dated 22.06.2021 which are on the record. Learned senior counsel submits that the terms and conditions are contained in the addendum to MOU dated 27.11.2020 which was entered into between

the parties on 22.06.2021. Learned senior counsel submits that both MOU and addendum have to be read together.

9. Affidavit of the complainant has also been filed wherein it has been stated that respondent No.2 has settled the matter with the petitioners and now has no grievances against the petitioners.

10. The complainant/respondent No.2 is present in the Court and states that he has settled the matter with the petitioner without any fear, force or coercion. In the charge-sheet filed also it has been noted that during investigation on 22.07.2021 the complainant filed a representation wherein he mentioned that he has settled the disputes with the alleged company and according to the settlement deed he has received two original sale deed both dated 25.06.2021 which were executed in his favour by M/s Town First Housing Private Limited for plot bearing No. 146 and 159 in the project "Golf Links Gold Souk" situated at Sector 17, Sohna Road, Haryana. It was also stated in the representation that the complainant had also foreclosed the pending loan account bearing No. LBDEL00001859048 in the ICICI bank by making full and final payment.

11. Learned APP for the state on instructions has affirmed that the parties had entered into a settlement during the course of investigation itself. The charge-sheet has been filed only under Section 420 IPC.

12. In the case of ***Paramjeet Batra** v. **State of Uttarakhand (2013) 11 SCC 673***, Apex Court inter-alia held that although the inherent powers of a High Court under Section 482 of the Code of Criminal Procedure should be exercised sparingly, yet

the High Court must not hesitate in quashing such criminal proceedings which are essentially of a civil nature. This is what was held:

> *"12. While exercising its jurisdiction under Section 482 of the Code the High Court has to be cautious. This power is to be used sparingly and only for the purpose of preventing abuse of the process of any court or otherwise to secure ends of justice. Whether a complaint discloses a criminal offence or not depends upon the nature of the facts alleged therein. Whether essential ingredients of criminal offence are present or not has to be judged by the High Court.* ***A complaint disclosing civil transactions may also have a criminal texture. But the High Court must see whether a dispute which is essentially of a civil nature is given a cloak of criminal offence. In such a situation, if a civil remedy is available and is, in fact, adopted as has happened in this case, the High Court should not hesitate to quash the criminal proceedings to prevent abuse of process of the court.****"*
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> 13.*(emphasis supplied)*

14. In ***Usha Chakraborty & Anr.*** *v.* ***State of West Bengal & Anr.*** *2023 SCC OnLine SC 90*, relying upon ***Paramjeet Batra*** (supra) it was again held that where a dispute, which is essentially of a civil/commercial nature, is given a cloak of a criminal offence, then such disputes can be quashed, by exercising the inherent powers under Section 482

of the Code of Criminal Procedure.

15. In the present case, the matter is of a civil nature, and the complainant has entered into the settlement without any fear or coercion. Upon careful examination of the case facts and considering relevant judicial precedents, this Court finds that the dispute underlying the complaint is fundamentally civil in nature. Consequently, theFIR No. 27/2019 under Section 420/120B IPC registered at PS EOW, Mandir Marg, and all subsequent proceedings are hereby quashed.

16. In view of the above the present petition along with any pending application stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 24, 2024/AR/NA..