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

+ **W.P.(CRL) 265/2025**

ANOOP KUMAR JALOTA

.....Petitioner

Through:

Mr. Manav Gupta, Mr. Sahil Garg, Mr. Abhinav Jain, Mr. Ankit Gupta, Mr. Mithil Malhotra and Mr. Aryan Pandey, Advocates. Petitioner through VC.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through:

Mr. Rahul Tyagi, ASC (criminal) for the State with Mr. Mathew M. Philip, Mr. Sangeet Sibou and Mr. Aniket Kumar Singh, Advocates.
SI Rahul, PS EOW.
Mr. Amit Khanna, Mr. Pushkar Katyal and Mr. Sahil Tokas, Advocates for R-2 alongwith R-2 in person.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

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11.03.2025

1. This hearing has been done through hybrid mode.
2. The present petition under Article 226 of the Constitution of India read with Section 528 of the BNSS (Section 482 of the Cr.P.C.) seeks quashing of FIR No. 15/2021, under Sections 420/467/468/471/120B of the IPC, registered at PS. Economic Offences Wing, Delhi, and all the other consequential proceedings emanating therefrom including the chargesheet pending before the concerned Court of Sh. Himanshu Raman Singh, learned Chief Judicial Magistrate, South District Court, Saket Court Complex, Delhi.
3. Learned counsel appearing on behalf of the petitioner submits that the



present FIR was registered at the instance of respondent no. 2 on the allegation that the present petitioner being respondent no. 2's brother, had prepared various forged and fabricated documents of their ancestral properties and misappropriated funds of their family trust. It was further alleged that the petitioner had forged the will of their father and in the event of passing away of their mother, got various properties transferred in his and his wife's name.

4. It is submitted that during the pendency of the proceedings in the aforementioned FIR, settlement has been arrived between the parties, i.e., the petitioner and the respondent no. 2 *vide* settlement agreement dated 19.02.2024. The relevant portion of the said agreement is as under:

“1. The Parties agree, accept, acknowledge and declare that their respective share in the B 211 Property is as follows:

S.No	Party	Respective Share
1.	Shri Anoop Kumar Jalota (First Party)	2/3rd share
2.	Shri Anil Jalota (Second Party)	1/3rd share

2. The Parties hereby unequivocally agree to get the B 211 Property reconstructed/redeveloped. Post redevelopment, the First Party shall become the sole, absolute and exclusive owner and possessor of the entire basement, entire second floor, entire third floor, entire terrace over and above the said third floor, proportionate share of the entire stilt area, along with two utility rooms, if permissible, and car parking spaces along with 55% undivided, indivisible and impartible ownership rights in the redeveloped B 211 Property. It is agreed that the Second Party would become the exclusive owner of the entire ground floor with 1/4th portion of the stilt area, along with one utility room, if permissible, and car parking space along with 22.5% undivided, indivisible and impartible ownership rights in the redeveloped B 211 Property.



3. It is agreed between the Parties that the redevelopment of the B 211 Property shall be undertaken by the First Party through a third-party builder (the "Builder/Developer"), who will be selected and inducted by the First Party alone and the Second Party shall not be liable to pay for the said redevelopment of the B 211 Property.
4. It is clarified and agreed between the Parties that the First Party shall have the absolute and unequivocal right to select and induct a reputable Builder/Developer for the re-development of the B 211 Property to which the Second Party shall have no objection whatsoever.
5. Both Parties unequivocally agree that they shall render full assistance and cooperation to the Builder/Developer for the reconstruction and redevelopment of the B 211 Property, including but not limited to, vacating and handing over possession of the B 211 Property and executing documents and agreements as may be required by the Builder/Developer from time to time, as per terms and conditions negotiated by the First Party with the Builder/Developer. It is agreed between the Parties that the Second Party shall jointly and severally sign all the documents and agreements that are required to be executed with the Builder/Developer and will not interfere in any manner whatsoever in the reconstruction and redevelopment of the B 211 Property, except for providing inputs to the Builder/Developer on the interior fit-outs/ specifications solely in respect of the ground floor of the redeveloped B 211 Property. It is agreed that the interior fit-outs/ specifications of the redeveloped ground floor shall be of the same/similar quality as that of the remaining building. It is also agreed that the Second Party shall have an exclusive pit-less lift for the ground floor of the redeveloped B 211 Property and shall not have access to the other lifts of the redeveloped B 211 Property. It is agreed that the Second Party shall have one exclusive designated lane 10 ft. in width for parking cars on either the left or right side corner of the driveway in the stilt portion of the redeveloped B 211 property.
6. It is also agreed between the Parties that, till the time the possession of the B 211 Property is handed over to the Builder/Developer by the Second Party, the Second Party shall continue to be in possession of the Ground Floor and shall be permitted to use the Third Floor of the Garage Block as a servant quarter for the domestic helps. It is further agreed that Second Party shall be allowed to park at least one car in the driveway and the staff of the Second Party shall use the external guard room in the said property, along with the staff of the First Party and as such the ingress and egress of the Second Party in all the



common areas of the said property shall not be restricted by the First Party. The rear courtyard of the ground floor shall be in the possession of the Second Party but the First Party and its staff shall be well within its ingress and egress rights to have uninterrupted access to the same for its usage such as, the upkeep/maintenance etc. of the generator, underground water tanks, boring and booster pumps located in the said rear portion of the ground floor, access to the servant quarters and access to the rear entrance of the B 211 Property, as and when required.

7. In addition to an amount of Rs. 65,31,586/- [Rupees Sixty-Five Lakhs Thirty-One Thousand Five-Hundred Eighty-Six Only] which is equal to the sum of: (i) Rs. 57,05,600/- [Rupees Fifty-Seven Lakhs Five Thousand Six Hundred Only], towards monthly rental for the Flat No. 305, Kailash Building, KG Marg, Barakhamba Road, New Delhi from July, 2020 till February 29, 2024 as detailed in Clause 8 below; (ii) Rs. 4,53,761/- [Rupees Four Lakhs Fifty-Three Thousand Seven-Hundred Sixty-One Only] towards security deposit with respect to Flat No. 305 as detailed in Clause 11 below; and (iii) Rs. 3,72,225/- [Rupees Three Lakhs Seventy-Two Thousand Twenty-Five Only] towards security deposit with respect to Flat No. 308 as detailed in Clause 11 below, the First Party shall also pay a sum of Rs. 3,75,00,000/- [Rupees Three Crores Seventy-Five Lakhs Only] to the Second Party in view and in consideration of the full and final settlement being arrived at as duly recorded in this Settlement Agreement specifically at the time and in the manner and sequence set out as follows:

(a) an amount of Rs. 65,31,586/- [Rupees Sixty-Five Lakhs Thirty-One Thousand Five-Hundred Eighty-Six Only] shall be paid by the First Party to the Second Party simultaneously on the signing of this Settlement Agreement. Receipt of the said amount of Rs. 65,31,586/- [Rupees Sixty-Five Lakhs Thirty-One Thousand Five-Hundred Eighty-Six Only] shall be duly acknowledged in writing by the Second Party upon the signing of this Settlement Agreement.

Immediately upon signing of this Settlement Agreement and payment of the said sum of Rs. 65,31,586/- [Rupees Sixty-Five Lakhs Thirty-One Thousand Five-Hundred Eighty-Six Only], the anticipatory bail to the First Party in Bail Application No. 1196/2021 in FIR No. 15 of 2021 dated 20.01.2021 under Section 420/467/468/471/120B IPC 1860, being the subject matter of W.P. (Crl.) No. 578 of 2021 shall be unequivocally granted and confirmed by the Hon'ble High Court of Delhi, to which the Second Party shall have no-objection whatsoever;



(b) an amount of Rs. 2,00,00,000/- [Rupees Two Crores Only] shall be paid by the First Party to the Second Party on the handing over of the actual physical possession of the Second Party's respective portion in the B 211 Property to the Builder/Developer/First Party for reconstruction. Receipt of the said amount of Rs. 2,00,00,000/- [Rupees Two Crore Only] shall be duly acknowledged in writing by the Second Party; and

(c) the balance amount of Rs. 1,75,00,000/- [Rupees One Crore Seventy-Five Lakhs Only] shall be paid by the First Party to the Second Party simultaneously upon the quashing of the FIR No. 15 of 2021 dated 20.01.2021 under Section 420/467/468/471/120B, IPC 1860, being the subject matter of W.P. (Crl.) No. 578 of 2021 in question, to which the Second Party shall have no-objection whatsoever as all his grievances would have fully and amicably been settled in terms of this Settlement Agreement. Receipt of the said amount of Rs. 1,75,00,000/- [Rupees One Crore Seventy-Five Lakhs Only] shall be duly acknowledged in writing by the Second Party.

The obligations set out in Clause 7(b) and Clause 7(c) above shall be duly completed by the Parties no later than 6 (six) months from the date of signing of this Settlement Agreement i.e., the Effective Date.

8. FLAT NO. 305, KAILASH BUILDING, KG MARG, BARAKHAMBA ROAD, NEW DELHI-110001

The Parties have mutually agreed that in the Anil Jalota Family Trust, the Second Party's wife (Mrs. Niti Jalota) and Mr. Vinod Kumar Sehgal (Father in Law of Second Party) shall be appointed as the Trustees and shall be entrusted with the day to day functioning of the Trust by the First Party and the First Party shall resign from the Trusteeship of the said Trust. The Parties also agree and declare that the Second Party shall be the sole beneficiary of the said Trust, and the First Party shall have no right or interest in the said Trust and shall also not claim any right in the said Trust in future and in furtherance of the same, shall sign and execute all the Documents necessary for effective transfer of the said Trust unto the trustees newly appointed. It is further agreed that the First Party shall make the Second Party's wife (Mrs. Niti Jalota) and Mr. Vinod Kumar Sehgal as the authorized signatory to the Bank Account of Anil Jalota Family Trust in Punjab and Sindh Bank, Kailash Colony Branch, having Account No.00441000009847 and/or in any other Bank, and in furtherance of



the same, shall sign and execute all the Documents necessary.

As set out in Clause 7 above, it is agreed that the First Party shall pay an amount of Rs. 57,05,600/- [Rupees Fifty-Seven Lakhs Five Thousand Six Hundred Only] to the Second Party which is the monthly rental for the said trust property from July, 2020 till February 29, 2024, which had been received by the First Party in terms of Lease Deed dated 24.04.2020, which has been renewed vide the lease deed dated 01.07.2021.

It is agreed between the Parties that the rents accrued for Flat No. 305 after February 29, 2024 in the hands of the First Party, shall be paid by the First Party to the Second Party as and when received from the Lessee therein, on actual receipt basis after deduction of GST, expenses and applicable taxes.

It is further agreed that any and all liability, which may be shown against the Anil Jalota Family Trust, shall be discharged and/or written off by the First Party and no liability, whatsoever, shall remain to be discharged by the Anil Jalota Family Trust at the time of signing of the present settlement.

9. FLAT NO. 306 AND FLAT NO. 307, KAILASH BUILDING, KG MARG, BARAKHAMBHA ROAD, NEW DELHI-110001

It is further agreed between the Parties that Flat No. 306 and Flat No. 307 of the Kailash Building Flats shall continue to duly vest exclusively with the First Party and his wife, Mrs. Manjula Jalota, as applicable, and necessary documents, if any, to further give effect to the said arrangement and perfect the title of the First Party and his wife shall be duly executed between the Parties. The Second Party or his heirs, descendants and/or successors shall have no claim whatsoever in the said Flat No. 306 and Flat No. 307 of the Kailash Building Flats.

10. FLAT NO. 308, KAILASH BUILDING, KG MARG, BARAKHAMBHA ROAD, NEW DELHI- 110001

The said property stands in the joint name of the Second Party and Mr. Aman Jalota (son of the First Party). In lieu of the settlement being arrived at between the Parties, it is agreed that the 50% share of



the said Property in the name of Mr. Aman Jalota shall be transferred to the Second Party. The Second Party shall be the sole, exclusive, absolute owner with all right, title and interest in the said property and the First Party or any of his family members shall have no right or interest in the said property and shall also not claim any right in the said property in future. The First Party undertakes to get all the necessary documents signed and executed by Mr. Aman Jalota towards transfer of his 50% ownership in the said property in the name of the Second Party.

In respect of the Kailash Buildings Flats, the Parties agree that out of the total 4 car parking spaces allotted for the Kailash Building Flats Nos. 305-308 [one parking per flat], each Party shall be respectively entitled to 2 car parking spaces each. The Second Party shall be entitled to the following car parkings:

- Car Parking No. 2B/Basement/Mrs. Indra Sharma
- Car Parking No. 31B/Upper Basement/ Mrs. Kusum Gupta

and going forward, each Party shall pay the respective rent/car parking charges accordingly.

The Parties have agreed that the Original Title Deed/Ownership Documents pertaining to Flat No. 305 and Flat No. 308 of the Kailash Building Flats in the possession of the First Party shall be handed over to the Second Party simultaneously upon the signing of the present Agreement. The First Party agrees to handover the Original Title Deed/Ownership Documents pertaining to Flat No. 309 of the Kailash Building Flats in the possession of the First Party, simultaneously upon the signing of the present Agreement. Alongside the aforesaid documents, the First Party shall also handover to the Second Party the Original documents pertaining to Space No. 305 on the 3rd Floor at Hemkunt Chambers, 89 Nehru Place, New Delhi 110019 belonging to Paavane Jalota Chadha, simultaneously upon the signing of the present Agreement, receipt of all of the above title documents shall be duly acknowledged in writing by the Second Party. It is further agreed between the Parties that all current and future statutory dues and liabilities such as property tax etc. in respect of Flat Nos. 305, 308 and 309 of the Kailash Building Flats shall be directly paid and settled by the Second Party.



11. As set out in Clause 7 above, the Parties herein have further mutually agreed that the Refundable Security Deposit of the following properties in terms of Lease Deed dated 1.7.2021 which is retained by the First Party shall be paid to the Second Party forthwith upon signing of this Settlement Agreement and the receipt of the said amount of Refundable Security Deposits shall be duly acknowledged in writing by the Second Party upon the signing of this Settlement Agreement. The following is the list of Flats and amount of Refundable Security Deposits:

Flat No. 305: Rs. 4,53,761/- (Rupees Four Lakhs Fifty-Three Thousand Seven Hundred Sixty-One Only)

Flat No. 308: Rs. 3,72,225/- (Rupees Three Lakhs Seventy-Two Thousand Two Hundred Twenty-Five Only).

12. FLAT NO. 14A HANSALAYA BUILDING

The Parties duly acknowledge and agree that, in the Flat No. 14A, Hansalaya Building, originally the First Party's wife, Mrs. Manjula Jalota had 50% ownership rights, the Second Party had 25% ownership rights and Late Shri Rup Lal Jalota had 25% ownership rights. It is now agreed that, in furtherance to the registered will dated 03.08.2000 duly registered as Document No. 4883 in Additional Book No. III, Volume. 879 on Pages 1 to 6 on 14.08.2020 in the office of Sub-Registrar, New Delhi, read with the codicil dated 17.11.2014, as the last and final will of Late Shri Rup Lal Jalota, 25% ownership rights of Late Shri Rup Lal Jalota shall vest with the Second Party, thereby, enhancing his share from 25% to 50%. The remaining 50% share in the Hansalaya Flat shall continue to vest with Mrs. Manjula Jalota. The Parties shall execute necessary documents, if any, to give effect to the said arrangement and perfect the title of Mrs. Manjula Jalota and the Second Party, as the case may be.

13. M/S JALOTA CONSTRUCTION AND INVESTMENTS LLP (ERSTWHILE M/S JALOTA CONSTRUCTION AND INVESTMENT PRIVATE LIMITED)

The Parties unequivocally acknowledge, affirm and confirm that the Parties along with Mr. Aman Jalota and Smt. Manjula Jalota and Late



Shri Rup Lal Jalota were shareholders in M/s Jalota Construction and Investment Private Limited (the “**Said Company**”) having shares in the following proportion:

<i>S.No.</i>	<i>Name</i>	<i>Number of shares held</i>	<i>Percentage of shareholding</i>
1.	Late Shri Rup Lal Jalota (deceased father of the Parties)	10	10%
2.	Mr. Anoop Kumar Jalota (First Party)	3405	34.05%
2.	Mr. Anil Jalota (Second Party)	1500	15%
3.	Mrs. Manjula Jalota	1600	16%
4.	Mr. Aman Jalota	4985	49.85%

14. The Parties unequivocally acknowledge, affirm and confirm that property bearing Farm No. 65, Road No. 2, Ghitorni, New Delhi (hereinafter referred to as the “**Farmhouse**”) was owned and held by the Said Company.

15. The Parties unequivocally acknowledge, affirm and confirm that the Second Party merely held a nominal quantum of 1500 shares in the Said Company having nominal value of Rs. 10 per share. The said shares of the Second Party were duly sold by the Second Party and purchased by the First Party at a share premium consideration of Rs. 4,00,000/- upon due execution of the share transfer form dated 01.08.2015. The Second Party had in fact himself shown the said Rs. 4,00,000/- as the sale consideration of shares formerly held by him in the Said Company in his Income Tax Return for the Financial Year 2015-16 and had booked capital gains of Rs. 2,99,286/- towards the said transfer of shares.

16. The Parties unequivocally acknowledge, affirm and confirm that consequent upon the sale of the entire shareholding of the Second Party in the Said Company amounting to 1500 shares, the Second



Party has duly transferred his shares and fully exited as a shareholder of the Said Company and was left with no shares in the Said Company. However, on the death of Late Shri Rup Lal Jalota, his nominal shares in the Said Company, total 10 shares in number, devolved upon the First Party and Second Party in equal ratio, i.e., 5 shares of Rs. 10/- each.

17. The Parties unequivocally acknowledge, affirm and confirm that vide the LLP Agreement dated 30.03.2017, the Said Company was converted into a limited liability partnership under the name of, M/s Jalota Construction and Investments LLP ("**LLP**") with total capital of Rs. 1,00,000/-, the contribution of the Second Party came to be Rs. 50/- i.e., 0.05%, in proportion to his 5 shares (having nominal value of Rs.10 each) being proportionate to the shares held by the Second Party in the Said Company at the time of such conversion. Post conversion of the Said Company into the LLP, vide Resignation letter dated 10.09.2019, the Second Party had expressed his unwillingness to continue as a partner and designated partner in the LLP and had accordingly, transferred his partnership contribution of 0.05% in the name of the First Party for a consideration of Rs.18,000/- as against its value of Rs. 50/-, thereby leading to absolute and unequivocal cessation of the Second Party's relationship or any kind of interest, right, title, designation etc. in the LLP or any of its assets whatsoever. The Second Party's resignation from the LLP has been duly filed with the MCA vide LLP Form No. 11. As a result of the aforesaid change in partnership of the LLP, a Reconstitution LLP Agreement was entered into on 25.09.2019 between the Parties, Mr. Aman Jalota and Smt. Manjula Jalota taking on record and confirming, amongst other things, the fact that the Second Party's share of capital and all unpaid interests in the LLP were duly and unanimously settled.

18. The Second Party unequivocally acknowledges, affirms, agrees and confirms that in so far as any alleged or potential dispute in respect of the Said Company, the LLP and/or its assets including but not limited to any dispute over his ownership/rights/interests and valuation of shares of the Second Party in the Said Company and/or the LLP (the entity which owns the Farmhouse) is concerned, the said disputes are amicably and unequivocally settled once and for all by



way of this Settlement Agreement and the Second Party hereby undertakes not to raise any dispute of any kind whatsoever, directly or indirectly, with respect to the Said Company, the LLP or its assets including but not limited to any dispute over his ownership/rights/interests and valuation of shares of the Second Party in the Said Company, the LLP and/or any immovable property being the said Farmhouse underlying therein. The Second Party undertakes to immediately and forthwith withdraw all notices, complaints, objections, allegations or publications filed, lodged and issued by him or on his behalf to any third party, publication or governmental department.

19. The Parties agree that in furtherance of Clause 7 above, the Parties shall immediately make a joint application before the Hon'ble High Court of Delhi, seized of W.P. (Crl.) No. 578 of 2021, duly supported by a notarized affidavit, intimating the factum of instant compromise between the Parties and settlement of disputes between the Parties with respect to the Properties/Assets which are a subject matter of this Settlement Agreement, and thereby, seeking quashing of FIR No. 15 of 2021 dated 20.01.2021 under Section 420/467/468/471/120B, IPC 1860, being the subject matter of W.P. (Crl.) No. 578 of 2021 on the basis of the instant compromise and settlement, given that this Settlement Agreement is evidence of settlement and discharge of claims which are or may become the subject of any grievance or complaint that the Second Party may have against the First Party and that the Second Party is satisfied and his grievances and complaints have been settled as set out herein.

20. The Second Party unequivocally undertakes to extend his and his counsels' full cooperation and assistance, including but not limited to appearing before the Hon'ble High Court of Delhi, seized of W.P. (Crl.) No. 578 of 2021 for making statements to the effect that he has arrived at the present compromise and settlement and voluntarily wishes to get criminal proceedings arising from FIR No. 15 of 2021 dated 20.01.2021 under Section 420/467/468/471/1208, IPC 1860 quashed and set-aside.

21. The Parties also agree that the First Party shall request the Hon'ble Delhi High Court to dispose-off the Bail Application No. 1196 of



2021 while confirming the bail in light of the present compromise and settlement and the Second Party shall extend his and his counsels' full cooperation and shall record his no-objection in this regard.

22. The Parties further agree that, immediately upon execution of this Settlement Agreement, the Parties shall make a joint application under Order XXIII Rule 3 CPC, 1908 before the Hon'ble High Court of Delhi, seized of CS No. 104 of 2021 and seek a decree in terms of this Settlement Agreement. It is a matter of record that the Application under Section 156(3) Cr.P.C has already been withdrawn by the First Party.

23. The Parties agree that all cheques received by the Second Party at the time of signing of this Settlement Agreement shall be presented by the Second Party for encashment only after the Hon'ble Delhi High Court duly affirms this Settlement Agreement, as submitted by the Parties, along with the Application under Order XXIII Rule 2 CPC, 1908 and when all applicable procedures in this regard are duly completed.

24. The Parties acknowledge that they do not have any blank papers/cheques/documents bearing the signature of the other party in their possession, and in case, any such document is later discovered, the same shall be returned to other party and/or shall not be used by such party anywhere.

25. The Parties to this Settlement Agreement assure and undertake, either directly or indirectly, to not raise any complaint, dispute, demand or claim against each other in connection with, arising out of or in respect of the subject matter(s) referred to, identified and set out in this Settlement Agreement and in the aforesaid disputes, at any time and in any manner whatsoever.

26. Each Party to this Settlement Agreement hereby confirms that this Settlement Agreement evidences the full settlement and final discharge of all claims which are or may arise in the future in respect of the subject matter(s) referred to, identified and set out in this Settlement Agreement and in the aforesaid disputes. Each Party shall continue to ensure and confirm that there is no other dispute, litigation, action, and/or complaint filed or pending against the other Party. If any dispute, litigation, action and/or complaint is discovered



at any time, the same will be unconditionally and unequivocally withdrawn, decreed and/or quashed in terms of this Settlement Agreement.

27. That this Settlement Agreement is valid, binding and enforceable against each Party and the same has been voluntarily and duly signed and executed by each of the Parties to this Settlement Agreement in the presence of their respective counsels, without any force, fraud, undue influence or coercion from any quarters.

28. The Parties have agreed that this Settlement Agreement is unconditional and irrevocable, for all times to come.

29. By duly executing this Settlement Agreement, the Parties hereto state that they have no further claims or demands against each other, and all their disputes and differences have been amicably settled through the process of mediation.

30. The Parties agree that their respective rights, title and interests over the Properties being the subject matter of this Settlement Agreement are hereby duly crystallized, consolidated and decided in terms of and in the manner set out in this Settlement Agreement.

31. This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein and shall be binding upon and inure to the benefit of the agents, representatives, executors, heirs, descendants, successors and permitted assigns of each Party.

32. It is further agreed and declared that the Parties herein or their legal heirs, assigns, etc. shall not lay any claim against each other with regard to the Properties and on any account whatsoever this Settlement Agreement shall not be re-opened on any grounds whatsoever.

33. That each of the Party herein shall enjoy, sell, transfer, convey or otherwise use or put to use the said Properties going to his/her share as true owners thereof and without any objection from each other as exclusive owner thereof.

34. The Parties to this Settlement Agreement hereby undertake to abide by the terms and conditions of this Settlement Agreement and the consequent decree passed by the Hon'ble Delhi High Court at all future times to come. Each Party agrees that any breach or non-compliance of any of the covenants of this Settlement Agreement



shall render such Party in breach of the terms of the Settlement Agreement and liable for an action of civil contempt within the meaning of The Contempt of Courts Act, 1971.”

5. Respondent no. 2 is present in person and the petitioner is present through video conferencing before the Court today and have been duly identified by their respective counsels, as well as the Investigating Officer, SI Rahul, PS EOW.

6. As per the settlement agreement, an amount of Rs. 3,75,00,000/- (Rs. three crores and seventy five lakhs only) has been paid to respondent no.2 in Court today by the petitioner, by means of a demand draft. A demand draft bearing no. 504242 dated 07.03.2025 for Rs. 3,75,00,000/- drawn on ICICI Bank has been handed over by the counsel for the petitioner to respondent no.2, who acknowledges the receipt of the same.

7. Respondent No.2 further states that the matter has been settled with the petitioner and he has no objection if the FIR and the subsequent proceedings emanating therefrom including the chargesheet are quashed against the present petitioner. He further states that all the terms of the settlement agreement dated 19.02.2024 have been complied with and in terms of the said agreement, today in Court, he has handed over the keys for vacant possession of the property bearing no. B-211, Ground Floor, Greater Kailash-1, New Delhi- 110048 (his respective share in the said subject property) to the counsel of the petitioner for the purpose of reconstruction.

8. Learned ASC for the State submits that investigation in the present FIR is complete and the chargesheet has been filed before the Court of competent jurisdiction. He further opposes the present petition on the ground that in the present case, forgery of will and other documents is involved and thus, in terms



of the same, the present FIR may not be quashed.

9. The matter was placed before the worthy Joint Registrar (Judicial), who has recorded the statements of both the parties and passed the following order dated 14.02.2025:

“1. The present non contentious petition has been filed by the petitioners under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 for quashing of the FIR NO. 15/2021 Under Sections 420/467 /468/471/120B of the Indian Penal Code registered at P.S. Economic Offences Wing on the basis of settlement arrived at between the parties.

2. As per the submissions, the matter between the petitioners and R-2 has been amicably settled.

3. Learned counsel for R-1/APP enters appearance and accepts notice. He has raised no objection with respect to quashing of the petition. Vide separate statement recorded in this behalf, petitioners stated that dispute between him and R-2 has been amicably settled as per the settlement deed dated 19.02.2024. The settlement has been arrived at between the parties herein without any force, coercion, undue influence and pressure. He has signed the settlement deed with his wish and will. Vide separate statement recorded in this behalf, R-2 stated that dispute between her and petitioner has been amicably settled as per the settlement deed dated 19.02.2024. The settlement has been arrived at between the parties herein without any force, coercion, undue influence and pressure. She has signed the settlement deed with her wish and will.

4. The parties along with their counsels have confirmed that the settlement deed has been duly entered between them.

5. Investigating Officer is present in Court and has duly verified the identity of both the parties. Vide separate statement recorded in this behalf, Investigating Officer stated that the charge sheet has been filed in the present matter. He identified the prosecutrix/victim/R-2. He has also identified the petitioner who is accused in the present matter. He has also verified the settlement deed executed between the parties.

6. The compromise/settlement deed is in writing and has been duly signed by both the parties. I have heard both the parties and from the direct dialogue with both the parties, it is observed that the consent of both the parties is found to be genuine and has not been



obtained under undue influence or pressure.

7. In view of the settlement arrived at between the parties, let the matter be placed before the Hon'ble Court on 28.02.2025.”

10. In *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, the Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

“61. ... In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

11. In view of the aforesaid circumstances and the fact that the present dispute is personal in nature, and that fact that the parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 15/2021, under Sections 420/467/468/471/120B of the IPC, registered at PS. Economic Offences Wing, Delhi, and all the other consequential proceedings emanating therefrom including the chargesheet pending before the concerned Court of Sh. Himanshu Raman Singh, learned Chief Judicial Magistrate, South District Court, Saket Court Complex, Delhi.

12. In the interest of justice, the petition is allowed, and the FIR No. 15/2021, under Sections 420/467/468/471/120B of the IPC, registered at PS. Economic Offences Wing, Delhi, and all the other consequential proceedings emanating therefrom including the chargesheet pending before the concerned Court of Sh. Himanshu Raman Singh, learned Chief Judicial Magistrate, South



District Court, Saket Court Complex, Delhi are hereby quashed, subject to a cost of Rs. 1,00,000/- (Rupees one lakh only) to be paid by the petitioner to Delhi High Court Advocates Welfare Trust (Account no. 15530210002995, IFSC Code: UCBA0001553) within a period of 10 working days from this order.

13. Petition is disposed of in the aforesaid terms.
14. Pending application(s), if any, also stands disposed of.

AMIT SHARMA, J

MARCH 11, 2025/sn/Pc

Click here to check corrigendum, if any