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

+ CRL.M.C. 1307/2025

SUJAN CHATTERJEE

.....Petitioner

Through: Mr. Rohil Pandit, Advocate with
Petitioner.

versus

STATE GOVT. OF NCT OF DELHI AND ORS.Respondents

Through: Mr. Yudhvir Singh Chauhan, APP for
the State with SI Anil Kumar, PS
Sultan Puri.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

10.07.2025

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1. Petition under Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.PC'*) read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*), has been filed on behalf of the Petitioner, Sujan Chatterjee for quashing of FIR No. 232/2024 under Section 419/420/506/34 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) registered at Police Station Sultan Puri and all the consequential proceedings emanating therefrom, in view of the Settlement Deed dated 01.07.2024.
2. Issue Notice.
3. On advance Notice, learned APP has appeared and accepts the Notice on behalf of the State.
4. Brief facts of the case are that the dispute *inter se* the parties with



regard to the property. The Petitioner and the Respondent No. 3 are business partners and involve in business of sale and purchase of property. In 2022, Respondent No. 2 approached the Petitioner and the Respondent No. 3 with interest to purchase a suitable commercial unit within the area of Bawana Industrial Area, Bawana, New Delhi, owing to business requirement. Subsequently, the Petitioner and the Respondent No. 3 looked up for a suitable property for the Respondent No. 2 and informed that the commercial build up Industrial Property No. 14, area measuring 150 sq. mtr. Pocket E, Section 5, situated in the layout of Bhawana Industrial Area, Delhi 110089 consisting of Basement Floor 100%, Ground Floor 60%, First Floor 50%, put on sale by its owner. Petitioner and the Respondent No. 3 visited and examined the property as per the business needs of the Respondent No. 2. Thereafter, Mr. Pawan Kundra approached the Petitioner and the Respondent No. 3 and introduced himself as absolute owner of the Property. Accordingly in November-December, 2022, the Petitioner and the Respondent No. 3 went into negotiation for sale consideration of the Property. It was decided between the Petitioner and the Respondent No. 3 and Mr. Kundra that a sum of INR 25,00,000/- was paid to Mr. Kundra as first instalment of the sale consideration. It is stated that the outstanding amount is required to be paid at the time of execution of the sale deed. On 20.12.2022, the Petitioner and the Respondent No. 3 and Mr. Kundra mutually decided that the time limit for execution of the sale deed was on or before 25.12.2022. However, Mr. Kundra fully flatly refused to execute the sale deed. Despite repeated request, Mr. Kundra did not return Rs.25,00,000/- to the Petitioner, Respondent No. 3 or Respondent No. 2. In 2022-2023, the Respondent No. 2 paid the first instalment of Rs.25,00,000/-



on assurance of the Petitioner and the Respondent No. 3. However, the Petitioner and the Respondent No. 3 had handed over the aforesaid amount to Mr. Kundra, therefore, the Petitioner and the Respondent No. 3 were not in a position to pay the said amount to the Respondent No. 2.

5. On the Complaint of the Respondent No.2/Complainant, FIR No. 232/2024 under Section 419/420/506/34 IPC, got registered at Police Station Sultan Puri.

6. It is stated that the Petitioner, Respondent No. 2 and the Respondent No. 3 have amicably settled all the disputes and differences between them and arrived at Settlement *vide* Memorandum of Settlement (MOU) dated 01.07.2024. In the Settlement, it was inter alia settled between the parties that the Petitioner and the Respondent No. 3 shall pay INR 25,00,000/- to the Respondent No. 2 in two instalments. The Petitioner and the Respondent No. 3 shall pay the first instalment in the sum of Rs.15,00,000/-, through cash, to the Respondent No. 2 and the Petitioner and the Respondent No. 3 shall pay the second instalment in the sum of Rs.10,00,000/- to the Respondent No. 2, through RTGS. It is also settled between the parties that all claims and obligation towards each other arising out from every other agreement, stand closed.

7. 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 said FIR is quashed.

8. They have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

9. Considering the nature of the dispute and that they have settled the



matter, the FIR No. 232/2024 under Section 419/420/506/34 IPC, registered at Police Station Sultan Puri and all the consequential proceedings emanating therefrom are quashed.

10. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

JULY 10, 2025/RS