$~67

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

\+ CRL.M.C. 1658/2025, CRL.M.A. 7457/2025 & CRL.M.A. 7458/2025

SIDHARTHA EDUCATIONAL
AND WELFARE SOCIETY & ORS. .....Petitioners

Through: Mr. Manish Gupta, Mr. Harshal Gupta, Ms. Deepti Verma, Mr. Prateek Gupta and Mr. Rishabha Rai, Advocates.
Petitioner no. 4 through VC.

versus

STATE OF NCT, DELHI & ANR. .....Respondents

Through: Ms. Shubhi Gupta, APP for the State
Insp. Rajinder Kumar, EOW.
Mr. Ankit Jain, Senior Advocate with Mr. Mahip Datta and Mr. Aman Vasishth, Advocates for R-2 with Mr. Nikhil Rodrigues, AR of R-2.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

O R D E R

% **10.03.2025**

1. This hearing has been done through hybrid mode.

2. The present petition filed under Section 528 of the BNSS has been filed seeking quashing of FIR No. 22/2024, under Sections 406/409/420/467/468/471/120B of the IPC, registered at P.S. EOW Mandir Marg.

3. Petitioner no. 4 appears through video conferencing and submits that petitioner No. 5 has undergone surgery and therefore, may be granted exemption from appearing. Accordingly, petitioner No. 5 is exempted from appearing.

4. Learned counsel appearing on behalf of the petitioners submits that FIR in the present case was registered against the petitioner Nos. 1 to 5 on basis of the complaint filed by respondent No. 2 with respect to certain loans advanced to the aforesaid entities/petitioner Nos 1 to 3. It is further submitted that during the course of the investigation, the matter has been settled between the parties and a term sheet dated 24.11.2024 has been entered into on behalf of present petitioner No.1 and respondent No. 2 as well as one other entity namely, Jasrati Education Solutions Ltd., which is supposed to be the investor. The said term sheet dated 24.11.2024 is reproduced as under: -

> "This indicative and non-binding term sheet ("Term Sheet") outlines the key indicative terms upon which Jasrati Education Solutions Ltd. ("Investor") (as defined hereinafter) proposes to consider buy Target Assets as per term and conditions mentioned below.
> This Term Sheet does not represent or create any legal obligation or legal commitment on any Investor or its affiliate/related parties to proceed with further negotiations and/or consummate the Proposed Transaction (as defined hereinafter) or to enter into any definitive documentation and none shall be implied. Binding obligations shall only arise upon the parties executing Definitive Agreements (as defined hereinafter) in connection with the transactions contemplated herein.

#	Subject	Description
1.	Name of Asset to be acquired ("Target")	Purchase of land and building along with all the moveable and immovable assets pertaining to DPS Panipat City and DPS Panipat Junior school – Refer **Annexure 1** We understand that these assets are owned by Siddharth Education and Welfare Society ("SEWS") and Mrs, Sheetal Rana and are mortgaged to Aditya Birla Finance Limited ("ABFL") for the debt held by ABFL in SEWS SEWS, Mrs Sheetal Rana are hereinafter referred to as **"Sellers"**

		ABFL shall hereinafter be referred to as "Lender"
2.	Name of Investor and Background	Jasrati Education Solutions Ltd (JESL) or its associates/ affiliates/ group concerns JESL currently owns the infrastructure/assets of schools having brands like The Millennium School. The PSBB Millennium School, The Shriram Millennium School, Takshila Schools and is engaged in leasing out to school/trust.
3.	Payment consideration and Payment Structure	**₹70 Crores Consideration to be split in between both the assets pertaining to DPS Panipat City and DPS Panipat Junior School** **<u>Payment Schedule</u>** ● ₹ 5 Crores to be paid upon signing of this non-binding term sheet (Upfront Amount 1) ● ₹ 15 Crores to be paid by 15th December, 2024 (Upfront Amount 2) ● Balance ₹ 50 Crores (Final payment) to be paid on or before 31-Dec- 2025 (Final payment date). OR ● ₹ 65 Crore (₹ 20 Crore of upfront amount and balance to be raised through debt)
4.	Major Terms of Offer	**Validity:** This non-binding term sheet will be valid for one month. **Condition Precedents:** ● Sellers to obtain and provide NOCs from the existing members of SEWS for the proposed transaction. ● Sellers will ensure smooth transfer of Target Assets from SEWS to the the Investor.

		● Sellers will take relevant and timely actions under the existing school/ society (o allow for a smooth transition to operationalise the school under the investor ● Due diligence will be conducted after signing of this indicative term sheet and to be completed within | month of signing this term sheet. ● Disclosed Statutory liabilities of SEWS as on the date of execution of the transaction shall be settled from above payment consideration. Other disclosed liabilities to be closed by ABFL from the upfront amount, with minimum ₹ 5 crore to be appropriated by ABFL. (remaining upfront amount to be utilised for closure of other disclosed liabilities. Details of disclosed liabilities is mentioned in Annexure-2.) ● Any excess amount remaining from upfront amount post closure of other disclosed liabilities (except ABFL dues) shall be appropriated by ABFL against its dues. ● Until final closure, the balance amount shall be secured by Personal Guarantees of Mr.Parmjit Gandhi and, and Corporate Guarantee of JESL/ associate concerns/ affiliate/ group concern. **Conditions Subsequent:** ● Transfer of control of society (100% change of General Body and Governing body) upon payment of entire Upfront Amount of ₹ 20 Crores ● Ownership / Title of the Target Assets/Schools shall be transferred in favour of the Investor upon payment of entire Upfront Amount of ₹ 20 Crores

		• Mortgage of ABFL on Target Assets/Schools shall continue till closure of the subject transaction. • Sellers will take relevant and timely actions under the existing school/ society to allow for a smooth transition to operationalise the school (including but not limited to regulatory requirement for transfer of registration with CBSE and Ministry of Education (Haryana state government), where applicable) • EBIDTA will be monitored yearly, at the end of 5th year, i.e., FY2030, if EBIDTA from both the schools is ₹ Rs 25 crores, then 25% of such EBIDTA or ₹ 5 Crore (whichever is lower) shall be paid to ABFL.
5.	Others	• Transfer of control of society (100% change of General Body and Governing body) List of current members of SEWS is enclosed as Annexure. • At the closing date (15th December 2024) the society (SEWS) shall be free from all the disclosed liabilities including statutory liabilities and liabilities on Target Asset. • Ownership / Title of the Target Assets/Schools shall be transferred in favour of the Investor, free from all the liabilities (disclosed/ undisclosed) including statutory liabilities and liabilities on Target Asset. • No interest shall be payable on the payment consideration amount this non-binding term sheet till Final payment date. • In case of any delay in Final payment, an interest of 14% shall be payable

		from the date of signing of this non-binding term sheet. ● After payment of Upfront amount, the Investor and their authorised representatives shall be provided with full access to occupy and carry activities for revival of the two schools. ● If JESL is unable to raise the loan/debt, deal size shall be ₹ 70 Crore where in balance amount of ₹ 50 Crore shall be paid by December 2025 by JESL/associates/affiliates/group concerns through its own sources.

”

5. Learned Senior Counsel appearing on behalf of respondent No. 2, on instructions, submits that in terms of the aforesaid term sheet, the dispute has been settled between respondent No. 2 and petitioner No. 1. Mr. Nikhil Rodrigues, Authorised Representative of respondent No. 2, who is present in-person in Court today, confirms the aforesaid settlement.

6. Petitioner No. 4 is present through video conferencing and authorised representative of respondent No. 2 is present before the Court today and have been duly identified by their respective counsels, as well as the Investigating Officer, Insp. Rajinder Kumar, EOW.

7. Learned APP for the State, on instructions, submits that investigation in the present case FIR is underway.

8. 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."

9. In view of the aforesaid circumstances, 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. 22/2024, under Sections 406/409/420/467/468/471/120B of the IPC, registered at P.S. EOW, Mandir Marg.

10. In the interest of justice, the petition is allowed, and the FIR No. 22/2024, under Sections 406/409/420/467/468/471/120B of the IPC, registered at P.S. EOW Mandir Marg, is hereby quashed, subject to deposition of cost of Rs. 1,00,000/-, to be paid by the petitioners to Delhi High Court Advocates Welfare Trust within a period of one week from today.

11. Petition is allowed and disposed of accordingly.

12. Pending application(s), if any, also stands disposed of.

AMIT SHARMA, J

MARCH 10, 2025/*sn* *Click here to check corrigendum, if any*