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

+ **CRL.M.C. 2517/2025 & CRL.M.A. 11281/2025**

SUNSHINE TRADETOWER PRIVATE LIMITEDPetitioner

Through: **Mr. Ritul Tandon, Advocate.**

versus

STATE NCT OF DELHI & ANR.Respondents

Through: **Mr. Amit Ahlawat, APP for State.**
SI Krishan Kumar, PS: Farsh Bazar.
SI Shah Faizal, PS: New Ashok
Nagar.
Mr. Sumant De, Mr. Rohit Kumar
Singh and Ms. Shweta Priyadarshini,
Advocates for R-2/ Complainant.
Mr. Pankaj Tandon and Ms. Preeti
Shridhar through VC.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% 06.05.2025

1. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (earlier Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of FIR No. 105/2020 under Sections 420/406/120B/34 of the Indian Penal Code, 1860³, registered at P.S. New Ashok Nagar, East Delhi and all proceedings emanating therefrom.

2. Briefly, the case of the Prosecution against the Petitioner is based on a

¹ "BNSS"

² "Cr.P.C."

³ "IPC"



complaint filed by Respondent No. 2, Mr. Pankaj Tandon, a resident of Dubai, through his authorised representative, Ms. Preeti Sridhar. It is alleged that on 19th October 2012, Respondent No. 2 entered into an agreement with the Petitioner Company for the allotment of a commercial unit in a project named “Sunshine Business Park,” and paid an amount of ₹25,09,200/-. The project was promised to be completed by 31st December 2014, but the construction was not completed within the stipulated period. Upon enquiry, the Petitioner company failed to provide a satisfactory response, and the directors refused to give any assurance regarding the completion of the project. Subsequently, one Mr. Harendra Yadav, then a director of the Petitioner Company, issued an agreement and allotment letter dated 17th May 2017, relating to an alternative project titled “Antriksh Golf View”, offering a unit on the same terms as Sunshine Business Park”. However, when the Complainant’s representatives visited the site, officials of Antriksh Developers allegedly denied any such allotment, stating that the documents were forged and that no such offer existed. Based on these allegations, Respondent No. 2 claimed that the Petitioner Company and its directors had acted in collusion to cheat and defraud him, leading to the registration of the impugned FIR.

3. The parties state that, they have now amicably resolved their disputes, as per terms recorded in the Settlement Agreement dated 11th September, 2024 executed between the Petitioner Company and Respondent No. 2 before the Delhi Mediation Centre, Karkardooma Courts, Delhi.

4. A copy of the Settlement Agreement has been placed on record and perused by the Court. As per its terms, Respondent No. 2 has mutually resolved all disputes and differences with the Petitioner and has agreed to



voluntarily give his no objection to the quashing of the subject FIR. In furtherance of the settlement, the Petitioner agreed to pay a total sum of ₹35,50,000/- to Respondent No. 2 as final settlement amount.

5. During the course of the present proceedings, the statement of the Complainant) was recorded before the Joint Registrar of this Court on 15th April 2025, wherein she, acting as the attorney holder of Mr. Pankaj Tandon, confirmed receipt of the full settlement amount and stated that she has voluntarily, and without any pressure or coercion, settled all disputes and claims with the Petitioner.

6. Mr. Sumant De, counsel for the Complainant, confirms the fact of settlement and states that the entire payment as agreed between the parties stands received and that Mr. Pankaj Tandon has no objection to the quashing of the FIR. Both the Complainant, Ms. Preeti Sridhar as well as the victim, Mr. Pankaj Tandon have joined the proceedings through video conferencing mechanism. They have been duly identified by the IO and their counsel, and confirm the fact of settlement. Mr. Pankaj Tandon also confirms the statement made by his sister before the Joint Registrar and has no objection to the proceedings being quashed.

7. The Court has considered the submissions of the parties. It is pertinent to note that the offences under Sections 420 and 406 of the IPC are compoundable, albeit with the permission of the Court, and only at the instance of the aggrieved parties. However, that does not debar the High Court from resorting to its inherent power under Section 482 of the Cr.P.C. and pass an appropriate order so as to secure the ends of justice.

8. Having regard to the nature of the dispute and the fact that the aggrieved parties have amicably settled the matter, this Court is of the view



that continuation of the criminal proceedings would serve no useful purpose. In the circumstances, this is a fit case for exercise of jurisdiction under Section 482 of the Cr.P.C., as the continuance of proceedings would amount to an abuse of the process of law and impede the ends of justice.

9. In view of the foregoing, the present petition is allowed FIR No. 105/2020 under Sections 420/406/120B/34 of the IPC, registered at P.S. New Ashok Nagar, as well as all consequential proceedings arising therefrom are hereby quashed.

10. The parties shall remain bound by the terms of settlement.

11. Accordingly, the petition is disposed of along with pending application(s).

SANJEEV NARULA, J

MAY 6, 2025

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