

**IN THE SUPREME COURT OF INDIA  
CRIMINAL APPELLATE JURISDICTION**

**CRIMINAL APPEAL NO.367 OF 2021**

**(Arising from Special Leave to Appeal (Cr1) No(s). 2797/2020)**

**RAMESH CHAND ARORA**

**APPELLANT(S)**

**VERSUS**

**STATE OF U.P. & ANR.**

**RESPONDENT(S)**

**WITH**

**CRIMINAL APPEAL NO.368 OF 2021**

**(Arising from Special Leave to Appeal (Cr1) No(s). 2798/2020)**

1. Leave granted.

2. This Court by its order dated 15.06.2020 issued notice for the limited purpose of exploring the possibility of settlement and on 04.11.2020 directed the private parties to appear before the Supreme Court Mediation Centre for settlement.

3. We are informed by the counsel for the parties that the private parties have amicably settled all the disputes and have reduced the settlement terms into writing in the form of Settlement Agreement duly signed by the concerned parties and their advocates, which reads thus:

**“SUPREME COURT MEDIATION CENTRE  
(Under the aegis of the Supreme Court Legal Services Committee)**

**SLP (CR) No. 2797 of 2020**

**IN THE MATTER OF**

RAMESH CHAND ARORA

....PETITIONER

VERSUS

STATE OF UTTAR PRADESH & ANR.

.....RESPONDENT

**ALONGWITH  
SLP (CR) No. 2798 of 2020**

**IN THE MATTER OF**

SUMAN ARORA

....PETITIONER

VERSUS

STATE OF UTTAR PRADESH & ANR.

.....RESPONDENT

Present: Ramesh Chand Arora, Suman Arora, Petitioners-in-person  
alongwith Mr. Varun Narang Advocate for the Petitioner.

Ms. Amarjeet Dawar, Respondent-in-person with Jolly Vikash  
Ahlawat and Mayank Sharma, Advocates for the Respondent.

**SETTLEMENT AGREEMENT**

This settlement Agreement is entered into between Petitioners (1) Ramesh Chand Arora S/o Luxman Dass Arora R/o A-2/304, Krishna Apra Gardens, 7, Vaibhav Khand, Shipra Sun City, Indirapuram Ghaziabad (U.P); (2) Suman Arora, Wife of Mr. Ramesh Chand Arora S/o Luxman Dass Arora R/o A-2/304, Krishna Apra Gardens, 7, Vaibhav Khand, Shipra Sun City, Indirapuram Ghaziabad (U.P) hereinafter collectively referred to as "Petitioners" and Ms. Amarjeet Dawar D/o Ujagar Singh Mehta, R/o J-67, Sector-25, Noida (U.P.) hereinafter referred to as 'Respondent-Complainant'

Whereas an FIR No. 238/2019 dated 17.2.2019 at P.S. Sector-20 Noida (U.P.) under Section 420, 406, 467, 468, 471 and 506 IPC was registered against the petitioners and other Directors of their company by the Respondent-Complainant, in respect of a transaction between the parties wherein sum of Rs. 45,00,000/- (Rupees Forty Five Lakhs) was transferred by the 'Respondent-Complainant' in the Account of Petitioner's Company M/S Kumar Share Brokers Ltd.

Whereas out of the total amount of Rs. 45,00,000/- (Rupees Forty Five Lakhs), a sum of Rs. 6,00,000/- (Rupees Six Lakhs) was paid by Petitioners to the respondent-complainant on 6.10.2018.

Whereas application for anticipatory bail in connection with the above referred FIR No. 238/2019 finally travelled to Hon'ble Supreme Court of India in SLP (Criminal) No. 2797 of 2020 titled as 'Ramesh Chand Arora Vs. The State Of Uttar Pradesh' and SLP (Criminal) No. 2798 of 2020 titled as 'Suman Arora Vs. The State Of Uttar Pradesh'

Whereas pursuant to the order dated 15.6.2020 passed by Hon'ble Supreme Court in the above mentioned Special Leave Petitions, an amount of Rs. 30,00,000/- (Rupees Thirty Lakhs) was deposited by the petitioner in the Registry of Hon'ble Supreme Court.

The Hon'ble Supreme Court vide its order dated 4.11.2020 was pleased to refer the matter to Mediation Centre, Supreme Court and Ms. Varuna Bhandari Gugnani was appointed as Mediator.

Due to outbreak of COVID-19 pandemic, the physical mediation proceedings could not be conducted and with the consent of parties and their counsels, Virtual Mediation was conducted by Supreme Court Mediation Centre and the parties and their respective counsels have filed a declaration that any part of the mediation conducted online has not been recorded by them or any one on

their behalf.

Comprehensive mediation sessions were held with the parties separately and jointly in presence of their respective counsels on 19.11.2020, 27.11.2020, 5.12.2020, 9.12.2020 and 11.12.2020.

Both the parties hereto have arrived at an amicable mutual settlement on the following terms and conditions:

1. It is agreed between the parties that petitioners shall pay a sum of Rs. 27,00,000/- (Rupees Twenty Seven Lakhs) towards the full and final settlement, in addition to the amount of Rs. 6,00,000/- already paid by the petitioner to the respondent, in respect of the above mentioned transaction between the parties.
2. That the parties agree that they shall jointly pray before Hon'ble Supreme Court for release of the aforesaid amount of 27,00,000/- (Rupees Twenty Seven Lakhs) in favour of the respondent-complainant; from the amount of Rs. 30,00,000/- (Rupees Thirty Lakhs) already deposited before Hon'ble Supreme Court; and the remaining amount of Rs. 3,00,000/- (Rupees Three Lakhs) and interest, if any, be released in favour of the Petitioners.
3. That the Petitioners and Respondent-complainant shall jointly pray for quashing of FIR No. 238/2019 dated 17.2.2019 at P.S. Sector-20 Noida (U.P.) against all the persons named therein before Hon'ble Supreme Court invoking the inherent power under Article 142 of the Constitution of India.
4. That the parties have agreed that this is the Full and Final Settlement between them in respect of the above mentioned transaction of Rs. 45,00,000/- (Forty Five Lakhs) entered between them and have fully

settled their claim/ disputes amicably and nothing is due against each other.

5. In view of the terms of this settlement-agreement, the parties herein undertake that they would not file any civil/criminal complaint or any case against each other with regard to the present dispute.
6. The parties further agree and undertake not to interfere in the business of each other in any manner and also undertake not to make any allegations, defamatory or derogatory, against each other and their associates personally or on any public forum and/or through social media i.e. whatsapp, facebook, twitter, instagram etc. or in any other manner what so ever.
7. It is agreed between the parties that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the Petitioners and Respondent. In case the terms of this settlement are not complied with by either of the Petitioner and Respondent, they shall be at liberty to approach the Hon'ble Supreme Court under the Contempt of Courts Act, 1971 or any other act for the time being in force.
8. The Petitioner and Respondent undertake to abide by the terms and conditions set out in the above mentioned Agreement, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth.
9. That the parties have entered into the present settlement amicably and by their own free will and volition without any inducement, coercion, duress or pressure and undertake to abide by the same for all times to come.

Sd/-

[Ramesh Chand Arora]

Sd/-

[Suman Arora]

Petitioners

Sd/-

Witness:

Sd/-

Mr. Varun Narang  
**Advocate for the Petitioner**

Sd/-

[Ms. Amarjeet Dawar]

Respondent

Sd/-

Witness:

Sd/-

Jolly Vikash Ahlawat, Mayank Sharma  
**Advocates for the Respondent**

Sd/-

[ **VARUNA BHANDARI GUGNANI** ]

Mediator

Supreme Court of India

**Date: 14.12.2020”**

4. We hereby accept the settlement terms. In view of aforesaid arrangement, respondent No.2 is permitted to withdraw the amount of Rs.27,00,000/- (Rupees Twenty Seven lakhs only) from the amount deposited by the appellant(s) in the Registry of this Court pursuant to order dated 15.06.2020. The balance deposited amount along with the accrued interest thereon, be withdrawn by the appellant(s).

5. We are satisfied that the settlement entered into between the private parties on 14<sup>th</sup> December, 2020 deserves to be accepted and so also the prayer made by

them for quashing of F.I.R. No.238/2019 dated 17.02.2019, registered at Police Station Noida Sector 20, District Gautam Budh Nagar, Uttar Pradesh in exercise of our powers under Article 142 of the Constitution of India. We order accordingly.

6. We record and accept the undertaking given by the parties that they shall abide by the terms and conditions incorporated in the aforesaid Settlement Agreement and shall not initiate any further civil or criminal case against each other and/or their family members with regard to the present dispute.

7. Resultantly, these appeal(s) and pending application(s) are disposed of in the aforementioned terms.

8. We express a word of appreciation for the sincere efforts put in by the counsel for the parties and the learned Mediator, who facilitated the parties to settle the matter in the above terms.

....., J.  
(A.M. KHANWILKAR)

....., J.  
(DINESH MAHESHWARI)

NEW DELHI  
MARCH 26, 2021



**Ms. Shivranjani Ralawata, Adv.**

**Mr. Raj Kamal, AOR**

**UPON hearing the counsel the Court made the following  
O R D E R**

**Leave granted.**

**The appeal(s) and pending application(s) are  
disposed of in terms of the signed order.**

**(NEETU KHAJURIA)  
COURT MASTER**

**(VIDYA NEGI)  
COURT MASTER**

**(Signed order is placed on the file.)**