



\$~33

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

+ CRL.M.C. 1050/2025, CRL.M.A. 4814/2025

RAJIV RANA

.....Petitioner

Through: Ms. Aditi Pancharia, Mr. Arvind Rathaur and Ms. Anjali Tiwar, Advocates for Petitioner No. 1 along with Petitioner No. 1 in person.
Mr. Ayush Garg, Advocate for the Petitioner No. 2 along with Petitioner No. 2 in person.

versus

STATE NCT OF DELHI & ANR

.....Respondents

Through: Mr. Mukesh Kumar, APP for the State along with SI Ram Singh and SI Lal Chand, PS S.B Dairy.
Mr. Ghanshyam and Mr. Narender Sharma, Advocates for Respondent No. 2 along with Respondent No. 2 in person.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **11.09.2025**

CRL.M.A. 26670/2025 (For Impleadment)

1. For the grounds and reasons stated in the application, the same is allowed and Ram Briksh Gautam is impleaded as Petitioner No. 2. The amended memo of parties is already on record.
2. Disposed of.



CRL.M.C. 1050/2025

3. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (corresponding to Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of FIR No. 141/2024 dated 26th January, 2024, registered under Section 420 of the Indian Penal Code, 1860³ at P.S. Shahbad Dairy, Delhi and all consequential proceedings emanating therefrom.

4. Briefly stated, the case of the prosecution against the Petitioners is as follows:

4.1. The Complainant/Respondent No. 2, Ms. Sobha Wati, purchased a plot measuring 50 sq. yds., situated in Village Shahabad Daulatpur, Parkash Vihar, Delhi, from Petitioner No. 1, Rajiv Rana, on 9th August, 1999, for a consideration of INR 10,000/-. At the time of purchase, Petitioner No. 1 executed customary documents in her favour, namely GPA, Agreement to Sell, Affidavit, Will and Receipt.

4.2. In 2008, due to her daughter's illness, the Complainant could not regularly visit the property. Around Diwali of the same year, a fire broke out at her residence, which partially destroyed the original title documents. The Complainant immediately reported the matter to the local police on 31st October, 2008 and NCR No. 1720/08 was registered.

4.3. On 6th August, 2019, when the Complainant and her husband visited the plot, they discovered that Petitioner No. 2, Ram Briksh Gautam, had trespassed and raised construction on it. When objected, Petitioner No. 2 threatened them with dire consequences. Again, on 12th August, 2019, both

¹ "BNSS"

² "CrPC"



the Petitioners threatened to cause harm the Complainant and her family members. The Complainant then lodged a complaint with the SHO, PS Shahabad Dairy, on 13th August, 2019.

4.4. Subsequently, the Complainant filed a Civil Suit (bearing No. 1535/19) before the Rohini District Courts. In the written statement filed by Petitioner No. 2 on 28th March, 2022, it was revealed that both the Petitioners, in collusion, had fabricated false documents in respect of the same plot and usurped the Complainant's property. Despite already selling the plot to the Complainant, Petitioner No. 1 again dishonestly sold it to Petitioner No. 2 to obtain wrongful gain and cause wrongful loss to the Complainant.

4.5. The Complainant thereafter submitted written complaints dated 28th June, 2022 to the SHO, PS Shahabad Dairy, and on 28th July, 2022 to the DCP and ACP. Despite acknowledgment, no action was taken. Instead, the Petitioners continued to threaten her with elimination and also warned that she would be falsely implicated in criminal cases if she did not withdraw her complaints.

4.6. In view of the above, the Complainant alleged that the Petitioners, in collusion, cheated her, fabricated documents, grabbed her property, and issued repeated threats. On the basis of her Complaint under Section 200 CrPC, the Magistrate directed registration of the impugned FIR under Section 420 of IPC at P.S. Shahbad Dairy, Delhi.

5. The parties state that they have amicably resolved their disputes and Respondent No. 2 has decided not to pursue the present FIR against the Petitioners. Pursuant to this settlement, the parties have entered into a

³ "IPC"



Tripartite Agreement dated 29th August 2025, executed between the two Petitioners and Respondent No. 2.

6. A copy of the Tripartite 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 Petitioners and has agreed to voluntarily give her no objection to the quashing of the subject FIR. In furtherance of the settlement, Petitioner No. 1 agreed to pay a total sum of INR 10,00,000/- to Respondent No. 2 as full and final settlement amount. Out of the said settlement amount, Petitioner No. 1 has already paid INR 5,00,000/- and the balance amount was to be paid by the Petitioner at the time of quashing of the FIR. In this regard, Petitioner No. 1 has handed over a cheque dated 24th July, 2025 bearing No. '018349' drawn on Bank of Baroda for a sum of INR 5,00,000/-. Respondent No. 2 has received and duly acknowledged the payment.

7. In view of the settlement, the Complainant/Respondent No. 2, who has appeared before the Court in person and is identified by the Investigating Officer, has unequivocally stated that she does not wish to pursue the FIR proceedings. She has confirmed that her decision to settle the matter is voluntary and made without any undue influence or coercion. She has further confirmed the receipt of the full and final settlement amount as per the terms of the Agreement. The Petitioners have also joined the proceedings in person and are duly identified by the Investigating Officer. In light of the amicable resolution between the parties, the Petitioner seek quashing of the subject FIR and all proceedings arising therefrom.

8. The Court has considered the afore-noted facts. Notably, the offence under Section 420 of IPC is compoundable, albeit with the permission of the



Court, and at the instance of the person so cheated. However, that does not debar the High Court from resorting to its inherent power under Section 528 of BNSS (corresponding to Section 482 of CrPC) and pass an appropriate order so as to secure the ends of justice.

9. 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 528 of BNSS, as the continuance of proceedings would amount to an abuse of the process of law and impede the ends of justice.

10. In view of the above, and considering that the State machinery has been put to motion, ends of justice would be served if the Petitioners are put to cost.

11. Accordingly, the present petition is allowed and FIR No. 141/2024 dated 26th January, 2024, registered under Section 420 of IPC at P.S. Shahbad Dairy, Delhi and all consequential proceedings emanating therefrom are hereby quashed, subject to payment of cost of INR 10,000/- by each of the Petitioners to the Delhi Police Welfare Fund, within a period of four weeks from today. The proof of payment of cost be submitted with the concerned IO.

12. The parties shall remain bound by the terms of Agreement.

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

SANJEEV NARULA, J

SEPTEMBER 11, 2025/MK