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

\+ CRL.M.C. 1174/2025, CRL.M.A. 5220/2025

PRIYANK GUPTA .....Petitioner

Through: Mr. Ronak Karanpuria, Mr. Manish Kumar, Mr. Gourav Bansal, Advocates

versus

STATE (NCT OF DELHI) .....Respondent

Through: Mr. Laksh Khanna, APP for the State with SI Yogesh Poonia, PS Rajinder Nagar, Delhi
Mr. Rajeev Kumar, Advocate for R-2 along with Complainant in person

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

<u>O R D E R</u>

% **01.04.2025**

1. The present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023[1] (erstwhile Section 482 of the Code of Criminal Procedure, 1973[2]) seeks quashing of FIR No. 175/2018[3] registered under Sections 420 of the Indian Penal Code, 1860[4] at P.S. Rajinder Nagar and all other proceedings emanating therefrom. Subsequently, chargesheet has been filed and the Petitioner has been charged under Sections 420/506 of IPC.

2. The impugned FIR was registered on the basis of a complaint filed by Mr. Sonu (Respondent No. 2), who alleged that he advanced a friendly loan of an amount of INR 25,00,000/- to the Petitioner. For securing this loan, the

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[1] "BNSS"
[2] "Cr.P.C."
[3] "the impugned FIR"

Petitioner portrayed himself to be the owner of property No. 6155, Gali No. 5, Block-1, Dev Nagar, Karol Bagh, New Delhi- 110005 and they entered into an agreement to sell dated 11th January, 2016 for an amount of INR 50,00,000/- in respect of the said property. For this purpose, the Complainant paid a sum of INR 15,00,000/- to the Petitioner as earnest money. Thereafter, the Complainant, upon request made by the Petitioner lent him INR 16,00,000/- and INR 10,00,000/- on two different occasions, which the Petitioner assured, would be adjusted in the sale consideration. In such manner, the Petitioner had extracted INR 41,00,000/- from the Complainant. Upon making inquiries, the Complainant became aware the Petitioner is not the owner of the aforesaid property and the photocopy of the title deeds were forged and fabricated by him. When the Complainant confronted the Petitioner, he warned the Complainant of dire consequences. On this basis, a complaint was made and the impugned FIR was registered.

3. While the Petitioner's bail application was being decided by this Court, the Petitioner paid INR 17,00,000/- to the Complainant, which has been duly acknowledged by the Complainant. Additionally, an amount of INR 9,00,000/- was deposited in the form of FDR, with the Trial Court.

4. During the pendency of the proceedings, the parties amicably resolved their disputes and have entered into a Settlement Agreement dated 23rd January, 2025. As per the said Agreement, the Petitioner has agreed to pay a total sum of INR 28,00,000/- to the Complainant towards settlement of the claims. The FDR, which is lying with the Trial Court, was originally in the sum of INR 9,00,000/- and has now accrued interest and amounts to more than INR 11,00,000/-. The parties have agreed that the entire FDR amount,

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[4] "IPC"

including the interest, shall be released to the Complainant. From the said amount, the Complainant will then retain INR 11,00,000/- and transfer the balance to the Petitioner.

5. On 21st March, 2025, the statement of Respondent No. 2 was recorded before the Joint Registrar and after verification of all critical aspects, the Joint Registrar passed the following order:

> *"Today, statement of respondent no. 2 & petitioner has been recorded to ascertain the veracity and the genuineness of the parties entering into settlement.*
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> *Respondent no. 2 lodged FIR No. 175/2018, Under Section 420 IPC, at PS Rajinder Nagar, Delhi against the petitioner. The charge sheet has been filed in this case and the case is at the stage of prosecution evidence. The charges under Section 420 & 506 IPC stands framed against the petitioner.*
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> *Now, Respondent no. 2 states that he has voluntarily without any pressure or coercion from anyone and with the intervention of friends and colleagues and after obtaining due legal advice entered into MOU/settlement deed executed on 23.01.2025 with the petitioner and have settled all his issues, disputes and grievances. The MOU is on record as Annexure P-2 at page 42 to 48 bearing his signatures.*
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> *As per the settlement, Respondent no. 2 has already received a sum of Rs. 17,00,000/-. It is further agreed that the FDR for a sum of Rs. 9,00,000/- along with interest whatsoever accrued thereupon lying in the fixed deposit with the Trial Court of Tis Hazari, which was deposited by the accused/petitioner in compliance of order dated 10.04.2019 passed in bail application 2866/2018 will be released to Respondent no. 2.*
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> *Respondent no. 2 had paid earnest money of Rs. 41,00,000/- to the petitioner for purchase of property, however he has settled the entire dispute for a total sum/compensation of Rs. 28,00,000/-. Out of which Respondent no. 2 has already received Rs. 17,00,000/-.*
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> *The remaining sum of Rs. 11,00,000/- will be received by Respondent no. 2 out of the FDR ought to be released in his favour which was initially for a sum of Rs. 9,00,000/- and has accrued sufficient interest and the FDR is now for more than Rs. 11,00,000/-. Respondent no. 2 undertakes that when the said FDR will be released to him, he will retain Rs. 11,00,000/- and return the surplus amount to the petitioner within three working days.*
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> *After the release of the FDR in his favour and having obtained additional sum of Rs. 11,00,000/- out of it, the Respondent no. 2 shall*

not raise any claim or institute any proceedings whatsoever regarding the dispute for which the abovesaid FIR was registered. Accordingly, Respondent no. 2 has no objections, if the FIR No. 175/2018, Under Section 420/506 IPC, at PS Rajinder Nagar, Delhi and all proceedings emanating there from are quashed against the petitioner.

The no objection affidavit of respondent no. 2 is on record.

Respondent undertakes to abide by the settlement. Petitioner in his statement concedes to have entered into settlement with Respondent no. 2 through aforesaid MOU and undertakes to remain bound by the terms of the settlement and undertakes to have no objection if the above referred FDR deposited with the Trial Court in the abovesaid FIR is released to Respondent no. 2.

Respondent no. 2 & petitioner have been identified by their counsels. This pre verified report along with the petition may be placed before the Hon'ble Court on ***01st April, 2025*** *alongwith the statements recorded today."*

6. Respondent No. 2 has joined the proceedings in person. He states that he has no objection to the quashing of the impugned FIR and seeks to bring the matter to a quiet conclusion. An affidavit to this effect is also on record. In view of the above, counsel for the parties jointly pray for quashing of the impugned FIR.

7. The Court has considered the facts placed on record. It is pertinent to note that the offences under Sections 420 is compoundable at the instance of the aggrieved parties, with the permission of the Court, and Section 506 is compoundable by the person intimidated. However, that does not debar the High Court from resorting to its inherent power under Section 528 of BNSS 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 all 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 582 of BNSS, 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 above discussion, FIR No. 175/2018, and all proceedings arising therefrom, are hereby quashed.

10. It is jointly prayed by the counsel for the parties that instead of the Complainant encashing the entire FDR amount, appropriate directions may be issued by the Court for apportionment of the said amount. Accordingly, it is directed that from the FDR lying with the Trial Court, an amount of INR 11,00,000/- shall be released in favour of Respondent No. 2. The balance amount shall be released directly to the Petitioner.

11. The present petition is allowed in the aforesaid terms.

SANJEEV NARULA, J

APRIL 1, 2025/ab