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

\+ W.P.(CRL) 1077/2025 & CRL.M.A. 10207/2025

SACHIN KWATRA & ANR. .....Petitioners

Through: Mr. Sourabh Khaneja and Ms. Babita, Advocates with Petitioners (in-Persons).

versus

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

Through: Mr. Sanjay Lao, SC (Crl.) with Mr. Abhinav Kr. Arya and Mr. Aryan Sachdeva, Advocates for State.
SI Vishal Malik, AATS/OND and ASI Rajbir, AATS/OND.
Mr. Rakesh Kumar and Ms. Nirali Verma, Advocates for R-2 with Respondent No. 2 (in-Person).

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **01.08.2025**

1. The present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023[1] (corresponding to Section 482 of the Code of Criminal Procedure, 1973[2]) seeks quashing of FIR No. 723/24 dated 4th August, 2024, registered under Section 318(4) of the Bharatiya Nyaya Sanhita[3] at P.S. Narela Industrial Area, Delhi and all proceedings emanating therefrom.

2. Briefly stated, the case of the prosecution is as follows:

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[1] "BNSS"
[2] "CrPC"

2.1. A complaint was filed by one Dinesh Goel (the Complainant), who deals in FMCG products in Narela. On 15th July, 2024, the Complainant received a phone call from an individual, who placed an order for goods worth INR 3,58,000/-, stating that the payment would be made at the time of delivery. The caller allegedly claimed to own a shop in Naharpur Market, under the name "P.S. Traders".

2.2. Acting on this assurance, the Complainant arranged for the goods to be loaded onto a delivery vehicle and sent to the given location, along with a driver and a boy employed at his shop. Upon reaching the bypass near Naharpur Market, the individual allegedly contacted the Complainant again and instructed him that the goods would be unloaded outside the market, citing that the lanes inside were too narrow and congested. Consequently, the goods were transferred from the original vehicle to another one near a crematorium located behind M2K Cinema Hall.

2.3. Leaving behind four cartons in the original vehicle, the individual directed that those be delivered to his supposed shop inside Naharpur Market and that the payment would be made there. However, upon reaching the given address, the driver discovered that no such shop existed. Despite repeated calls by the driver, the individual continued to claim that he was on his way to make the payment but failed to appear the entire day.

2.4. Over the following 2-3 days, the individual intermittently answered calls but failed to provide any definitive timeline for the payment. Aggrieved, the Complainant filed the present complaint, on the basis of which the impugned FIR was registered against unknown persons. During the course of the investigation, the accused persons were identified as

[3] "BNS"

Sachin Kwatra and Mukesh Arora (Petitioner Nos. 1 and 2), who were apprehended on 8th August, 2024.

3. The parties have now amicably resolved their disputes and differences and accordingly, Respondent No.2 has decided not to pursue the subject FIR against him. A Memorandum of Understanding[4] dated 7th March, 2025, has also been executed between the Petitioners and Respondent No. 2 recording the terms and conditions of settlement.

4. A copy of the MoU has been placed on record and perused by the Court. As per its terms, Respondent No. 2 has mutually resolved all disputes with the Petitioners and has agreed to voluntarily give his no objection to the quashing of the subject FIR. In furtherance of the settlement, the Petitioners has paid a total sum of INR 3,00,000/- to Respondent No. 2 as full and final settlement amount. The MoU specifically records that Respondent No. 2 has received the entire amount and no claims remains pending between the parties.

5. The Complainant, who appears in person and is duly identified by the Investigating Officer, unequivocally states that he does not wish to pursue the present FIR. He affirms that the settlement has been arrived at voluntarily, without any pressure, inducement, or coercion. It is further confirmed that the full and final settlement amount has been received by him in accordance with the terms recorded in the MoU executed between the parties. The Petitioners, who are also present and duly identified by the Investigating Officer, confirm the settlement as recorded. In view of the amicable resolution between the parties, they jointly seek quashing of the FIR and all proceedings emanating therefrom.

6. The Court has considered the aforenoted facts and submissions. It is pertinent to note that the offence under Section 318(4) of BNS is 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 528 of BNSS (corresponding to Section 482 of CrPC) and pass an appropriate order so as to secure the ends of justice.

7. Having regard to the nature of the dispute and the fact that the aggrieved party has 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.

8. 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.

9. Accordingly, the present petition is allowed and FIR No. 723/24 dated 4th August, 2024, registered under Section 318(4) of BNS at P.S. Narela Industrial Area, Delhi and all proceedings emanating therefrom are hereby quashed, subject to payment of cost of INR 5,000/- by each of the Petitioners to the Delhi Police Welfare Fund, within a period of 15 days from today. The proof of payment of cost be submitted with the concerned Investigating Officer.

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

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[4] "MoU"

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

SANJEEV NARULA, J

AUGUST 1, 2025/as