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

+ W.P.(CRL) 1153/2025, CRL.M.A. 11048/2025, CRL.M.A.
12272/2025, CRL.M.A. 12400/2025
KAMLESH KUMAR

.....Petitioner

Through: Mr. Siddharth Pandit and Mr. Sarthak
Kapoor, Advocates with Petitioner in
person.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Amol Sinha, ASC for State with
Mr. Kshitiz Garg, Advocate with
Mr. Ashu Singh, Advocate for R-2
with R-2 in person.
Mr. Brajesh Patel, SI, PS-Vikaspuri.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **08.09.2025**

1. 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. 130/2025, registered under Section 420 of the Indian Penal Code, 1860³ at P.S. Vikaspuri, Delhi and all consequential proceedings emanating therefrom.

2. Briefly, the case of the Prosecution against the Petitioner arises from a complaint lodged by Respondent No. 2, alleging that the Petitioner had entered into an Agreement to Sell in respect of a property proposed to be

¹ "BNSS"

² "CrPC"



sold to Sky Equity Pvt. Ltd. (Respondent No. 3) for a total sale consideration of INR 6,00,00,000/-, out of which an amount of INR 25,00,000/- was paid to the Petitioner as advance. The Petitioner allegedly represented himself as the absolute owner of the said property and further assured that the property was free from all encumbrances. However, it subsequently came to light that the Petitioner was not the lawful owner, and that the property in question was under mortgage and attached by a bank. Upon this discovery, the Complainant confronted the Petitioner, who, despite repeated assurances, allegedly adopted an evasive attitude and failed to resolve the issue. Based on this complaint, the present FIR under Section 420 IPC was registered against the Petitioner.

3. The parties state that, with the intervention of common friends, colleagues and other respectable members of society, Respondent Nos. 2 and 3 have amicably resolved the dispute with the Petitioner and has decided not to pursue the present FIR against him. Pursuant to this settlement, a Memorandum of Understanding⁴ dated 7th April, 2025, has been executed between the parties, a copy whereof has been placed on record and perused by the Court.

4. As per the terms of the settlement, the Complainant 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 INR 25,00,000/- to the Complainant, who in turn, agreed to give his no objection to the quashing of the FIR on behalf of Respondent No. 3.

³ "IPC"

⁴ "MoU"



5. During the course of the present proceedings, the statements of the parties were recorded before the Joint Registrar, pursuant to which the following order was passed on 2nd September, 2025:

“1. The present non contentious petition has been filed by the petitioners under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 for quashing of the FIR NO. 130/2025 Under Sections 420 of the Indian Penal Code registered at P.S. Vikaspuri on the basis of settlement arrived at between the parties.

2. As per the submissions, the matter between the petitioner and R-2 has been amicably settled.

3. Vide separate statement recorded in this behalf, petitioner stated that dispute between him and R-2 has been amicably settled as per the settlement deed dated 07.04.2025. The settlement has been arrived at between the parties herein without any force, coercion, undue influence and pressure. He has signed the settlement deed with his wish and will. Vide separate statement recorded in this behalf, R-2 stated that dispute between R-2 and petitioner has been amicably settled as per the settlement deed dated 07.04.2025. The settlement has been arrived at between the parties herein without any force, coercion, undue influence and pressure. The settlement deed has been signed with my wish and will.

4. Investigating Officer is present in Court and has duly verified the identity of both the parties. Separate statement of Investigating Officer has also been recorded.

5. The parties along with their counsels have confirmed that the settlement deed has been duly entered into between them.

6. The compromise/settlement deed is in writing and has been duly signed by both the parties. I have heard both the parties and from the direct dialogue with both the parties, it is observed that the consent of both the parties is found to be genuine and has not been obtained under undue influence or pressure.

7. Since statements of the parties have been recorded, matter be placed before the Hon'ble Court on 08.09.2025.”

6. In view of the settlement, Respondent No. 2, who has appeared before the Court in person, and is identified by the Investigating Officer, unequivocally states that he does not wish to pursue the FIR proceedings. He confirms that his decision to settle the matter is voluntary and made without any undue influence or coercion. He submits that in accordance with the agreement, he has already received a sum of INR 24,50,000/- from the



Petitioner. Additionally, the balance amount of INR 50,000/- was been tendered to him by way of a demand draft bearing DD No. 004145 dated 8th September, 2025 drawn on HDFC Bank. The same is received and acknowledged by Respondent No. 2. In light of the amicable resolution between the parties, the Petitioner seeks quashing of the subject FIR and all proceedings arising therefrom.

7. The Court has considered the aforementioned submissions. It is pertinent to note that the offence under Section 420 IPC 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 (formerly, Section 482 of 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 528 of BNSS, as the continuance of proceedings would amount to an abuse of the process of law and impede the ends of justice.

9. However, considering that the State machinery has been put to motion, ends of justice would be served if the parties are put to cost.

10. Accordingly, the present petition is allowed and FIR No. 130/2025, P.S. Vikaspuri as well as all consequential proceedings arising therefrom are hereby quashed, subject to payment of a total cost of INR 10,000/- each by the Petitioner and the Complainant 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.



11. The parties shall remain bound by the terms of settlement.
12. Accordingly, the petition is disposed of along with pending application(s).

SANJEEV NARULA, J

SEPTEMBER 8, 2025

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