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

+ CRL.M.C. 2899/2022 & CRL.M.A. 12222/2022

NISHANT GARG

.....Petitioner

Through: Mr. Surya Pratap Singh, Mr. Abhilash
Kumar Pathak, Advocates alongwith
petitioner in person

versus

BIGUR FINANCE LIMITED

.....Respondent

Through: Mr. Manish Sharma, Mr. Abhishek
Verma, Mr. Vikas Sharma, Mr.
Chetan A. Yadav and Mr. Aaron .G.
Simon, Advocates

(26)

+ CRL.M.C. 2900/2022 & CRL.M.A. 12224/2022

PRASHANT GARG

.....Petitioner

Through: Mr. Surya Pratap Singh, Mr. Abhilash
Kumar Pathak, Advocates alongwith
petitioner in person

versus

BIGUR FINANCE LIMITED

.....Respondent

Through: Mr. Manish Sharma, Mr. Abhishek
Verma, Mr. Vikas Sharma, Mr.
Chetan A. Yadav and Mr. Aaron .G.
Simon, Advocates

CORAM:

HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

ORDER

24.09.2025

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1. By way of the instant petitions, the petitioners seek setting aside of the summoning order dated 21.01.2022 passed by the learned Metropolitan



Magistrate, Patiala House Court, Delhi in Complaint Case no. 4233/2021.

2. Brief facts of the case are that the petitioners had approached the complainant and its Directors with an investment proposal and had made a specific representation that the petitioner No. 1 is the owner and is in possession of Plot No. 161, Sector-13, Vasundhara, Ghaziabad, Uttar Pradesh admeasuring 180 sq. meter. Believing the said representation and promises to be true, the complainant had agreed to purchase the concerned property for consideration of Rs.1,50,00,000/- (Rupees One Crore and Fifty Lakhs Only) and an Agreement to Sell dated 18.06.2016 had been executed between the parties. Thereafter, on 15.10.2020, petitioner had issued a cancellation letter wherein the accused had agreed to pay Rs. 8 crore towards full and final consideration of the agreement to sell dated 18.06.2015 with respect to the subject property including damages for delay and interest. For securing the said payment, the petitioner had issued four cheques. However, on 10.06.2021, the said cheques were dishonoured with the remarks 'Exceeds Arrangement'. On 06.07.2021, the complainant had issued a legal notice under Section 138 read with Section 141 of the Negotiable Instruments Act, 1881 (hereafter 'NI Act') calling upon the accused to make the required payment within 15 days from the receipt of the notice. The accused, on 17.07.2021 had replied to the legal notice of the complainant and denied having issued four cheques and denied its liability to pay Rs. 1,00,00,000/- (Rupees One Crore Only). Thereafter, the respondent had filed the present complaint against the petitioner herein.

3. The petitioner had been summoned *vide* order dated 21.01.2022 by the learned Metropolitan Magistrate-01 (NI Act) in CC No. 4233/2021. It is stated that during the pendency of the case, the matter has amicably been



settled between both the parties before the Delhi High Court Mediation and Conciliation Centre, Delhi High Court, New Delhi *vide* Settlement Agreement dated 04.08.2025.

4. On a query made by this Court, the respondent has categorically stated that he has entered into compromise out of his own free will and without any pressure, coercion or threat. He also states that he has received the entire amount. Therefore, he has no objection if the present proceedings against the petitioner herein are quashed.

5. Though the present petitions were filed by the petitioners assailing their summoning order under Section 138 of NI Act, the matter now stands settled between the parties. As held by Hon'ble Supreme Court in a catena of judgments, offence under Section 138 of NI Act can be settled and compounded at any stage. Since the matter has been settled between the parties and petitioner has cleared all his dues towards the respondent, there is no legal impediment in allowing the present petition.

6. Considering the overall facts and circumstances of the case and the fact that the respondent has received the entire payment due to him as per Settlement Agreement dated 04.08.2025 and has no objection if the impugned order is set aside, the summoning order dated 21.01.2022 passed by the learned Metropolitan Magistrate Patiala House Court, Delhi in Complaint Case no. 4233/2021 is set aside.

7. In view of the above, the present petitions stand disposed of.

8. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

SEPTEMBER 24, 2025/ns