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

+ CRL.M.C. 9262/2024

SUNIL KUMAR ALIAS SUNIL KUMAR AGARIPetitioner

Through:

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Aashneet Singh, APP for State
with SI Pardeep, PS Mehrauli, Delhi
Mr. Deepak Kr. Srivastava, Mr.
Phillip Massey, Mr. Gaurav Kumar,
Advs. for R-2
Respondent No.2 through VC

+ CRL.M.C. 3583/2025, CRL.M.A. 15770/2025

PREET KUMAR LOHIAPetitioner

Through: Mr. Bhaskar Sundaram, Ms. Pallavi
Anand, Advs with petitioner.

versus

THE STATE NCT OF DELHI AND ANRRespondents

Through: Mr. Aashneet Singh, APP for State
with SI Pardeep, PS Mehrauli, Delhi
Mr. Aashneet Singh, APP for State
Mr. Deepak Kr. Srivastava, Mr.
Phillip Massey, Mr. Gaurav Kumar,
Advs. for R-2
Respondent No.2 through VC

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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10.11.2025

1. These petitions under Section 528 of the Bharatiya Nagarik Suraksha



Sanhita, 2023¹ (corresponding to Section 482 of the Code of Criminal Procedure, 1973²) seek quashing of FIR No. 193/2023 dated 4th April, 2023, registered under Sections 420 and 34 of the Indian Penal Code, 1860³ at P.S. Mehrauli, and all consequential proceedings emanating therefrom.

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

2.1. In September 2017, Accused Preet Kumar Lohia approached the Complainant and represented that a portion of property bearing Private No.1 on the first floor of property No. 896, Ward No. 08, Mehrauli, New Delhi, belonging to Accused Sunil Kumar @ Sunil Kumar Agari, was available for sale owing to the latter's urgent financial needs. It is alleged that Preet Kumar Lohia assured the Complainant that the property was in the possession of Sunil Kumar, free from all encumbrances, and that he would himself contribute the balance amount towards the sale consideration so that the property could be purchased jointly. Based on these representations, the Complainant states that an Agreement to Sell and Purchase dated 22nd September, 2017 was shown to him by Preet Kumar Lohia, purportedly executed by Sunil Kumar, whereafter the Complainant signed the said document and issued cheques amounting to INR 5,00,000/- in favour of Preet Kumar Lohia.

2.2. The prosecution case further is that despite repeated assurances by Preet Kumar Lohia and Sunil Kumar that the property would be registered and possession handed over, no steps were taken in this regard. When the

¹ "BNSS"

² "CrPC"

³ "IPC"



Complainant sought return of his money, a cheque of INR 3,00,000/- was handed over to him, allegedly signed by Sunil Kumar but issued through Preet Kumar Lohia, which upon presentation was dishonoured with the remark “*Account Blocked*”. It is further alleged that upon inquiry at the site, the Complainant discovered that the property had, in fact, been mortgaged and sold by the bank, contradicting the representations earlier made. The Complainant alleges that Accused Sushmita Agari, acting in concert with Sunil Kumar and Preet Kumar Lohia, facilitated execution of forged and fabricated documents, including the notarised agreement dated 14th January, 2018, with the intention to cheat him. On these allegations, the subject FIR was registered against the accused.

3. The parties have now amicably resolved their disputes and the Complainant does not wish to pursue the FIR. In this regard, the Complainant has executed (i) a Settlement Deed dated 20th February, 2024 with Petitioner No. 1 in CRL.M.C. 9262/2024, (ii) a Settlement Deed dated 17th October, 2025 with Petitioner No. 2 in the same petition, and (iii) a Settlement Deed dated 21st April, 2025 with the Petitioner in CRL.M.C. 3583/2025.

4. Copies of the Settlement Deeds dated 20th February, 2024 and 21st April, 2025 are already on record, while the Settlement Deed dated 17th October, 2025 has been handed over across the board and is taken on record. The Court has perused all three settlement deeds. As per their terms, Respondent No. 2 has voluntarily resolved all disputes and has conveyed his no-objection to the quashing of the FIR.

5. Respondent No. 2, appearing through the Video Conferencing mechanism, is duly identified by the Investigating Officer. He confirms the



receipt of the full and final settlement amount from the Petitioner, as per the terms of the settlements and unequivocally states that he does not wish to pursue the FIR. He confirms that his decision to settle the matter is voluntary and made without any undue influence or coercion. In light of the amicable resolution between the parties, the Petitioner seeks quashing of the subject FIR and all proceedings arising therefrom.

6. The Court has the aforementioned submissions. It is pertinent to note that the offences under Sections 420 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 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.

8. In view of the foregoing, the present petition is allowed and FIR No. 193/2023 dated 4th April, 2023, registered under Sections 420 and 34 IPC at P.S. Mehrauli, and all consequential proceedings emanating therefrom.

9. However, since the State machinery was set in motion based on the impugned FIR, it is appropriate to impose costs on the Petitioners. Accordingly, all the Petitioners are directed to deposit INR 5,000/- each with the Delhi Police Welfare Fund, within a period of four weeks from today.

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



11. Accordingly, the petitions are disposed of along with pending application(s).

SANJEEV NARULA, J

NOVEMBER 10, 2025

Pallavi