



2025:DHC:11823



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

% ***Date of Decision: December 10th, 2025***

+ **CRL.M.C. 4112/2019**

SANJAY SHARMA

.....Petitioner

Through: Mr. Vivek Gupta, Mr.
Ankit Verma & Mr.
Govind Gupta, Advs.

versus

RAM KISHORE GUPT & ANR.Respondents

Through: Mr. Asutosh Sharma, Mr.
S.L. Gupta & Ms. Gunjan
Sharma, Advs. along with
complainant in person.

+ **CRL.M.C. 4314/2019 & CRL.M.A. 34680/2019,**
CRL.M.A. 31252/2024, CRL.M.A. 35654/2024

NUTAN GOEL & ORS

.....Petitioners

Through: Mr. Samarth Kashyap, Mr.
Rahul K. Shaji & Mr.
Anubhav Mishra, Advs.

versus

RAM KISHORE GUPTARespondent

Through: Mr. Asutosh Sharma, Mr.
S.L. Gupta & Ms. Gunjan
Sharma, Advs. along with
complainant in person.

+ **CRL.M.C. 865/2020, CRL.M.A. 3500/2020, CRL.M.A.**
24405/2024, CRL.M.A. 35653/2024

M/S SAM (INDIA) BUILTWELL PVT. LTD. & ANR.

.....Petitioners

Through: Mr. Samarth Kashyap, Mr.
Rahul K. Shaji & Mr.

Signature Not Verified

Signed By: SANJAY
KUMAR
Signing Date: 24.12.2025
20:06:08

CRL.M.C. 4112/2019 and connected matters

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Anubhav Mishra, Advs.

versus

SH. RAM KISHORE GUPTA

.....Respondent

Through:

Mr. Asutosh Sharma, Mr.
S.L. Gupta & Ms. Gunjan
Sharma, Advs. along with
complainant in person.

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

AMIT MAHAJAN, J. (Oral)

1. The petitioner seeks quashing of summoning order dated 29.03.2019 (hereafter '**impugned order**') and subsequent proceedings against the Petitioners passed by the learned Additional Chief Metropolitan Magistrate ('**ACMM**') in case No. 1485/2018, whereby the Petitioners, were summoned for the offences under Sections 420/34 of the Indian Penal Code, 1860 ('**IPC**').
2. The petitioners are accused Nos. 7 to 13 in the said complaint.
3. It is alleged that the accused persons with an ulterior motive publicized and launched various schemes throughout India. It is alleged that accused company namely, M/s AVJ Developers (India) Pvt. Ltd. made an advertisement regarding a project namely AVJ Infotech City in Greater Noida. It is alleged that the complainant visited the office of the said company in July 2014, whereafter, he met accused Mr. Vinay Garg and Petitioner No. 2 in CRL. MC. 865/2020.

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KUMAR
Signing Date: 24.12.2025
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4. It is alleged that both the accused persons represented the complainant that the accused company would provide assured returns to the complainant for a period of 12 months, whereafter, the complainant would be at liberty to either recover his money or hold the units that were booked by him.

5. It is alleged that thereafter on instructions of accused Vinay Garg and Petitioner No. 2 in CRL. MC. 865/2020, the complainant along with accused Vinay Garg, Mr. Vipin Aggarwal and petitioner in CRL. MC. 4112/2019 visited the spot of the said project.

6. It is alleged that on 01.08.2014, with the consent of all the other accused persons, a Memorandum of Understanding was executed by accused Mrs. Asha Jain in favour of the complainant. It is alleged that the complainant on 05.08.2014 paid a sum of ₹3,00,000/- to the accused company. It is alleged that the complainant paid a further amount of ₹10,80,000/- to the accused company which was 10% of the booking amount for a shop booked by the complainant.

7. It is alleged that accused Vinay Garg thereafter persuaded the complainant to purchase a flat bearing No. C-215, third floor, Suraj Mal Vihar for a sum of ₹2,50,00,000/- as the accused persons were in urgent need of money for construction of the said project. It is alleged that the accused persons assured the complainant that the said flat would provide a return of 24% for a period of 12 months and thereafter the complainant would be at liberty to either take physical possession of the flat or recover his money from the accused company.



8. It is alleged that thereafter on 14.11.2014 accused Mrs. Asha Jain with the consent of all the other accused persons executed another Memorandum of Understanding dated 14.11.2014 in favour of the complainant, pursuant to which the complainant paid a sum of ₹1,00,00,000/- to the accused company.

9. It is alleged that after expiry of the aforesaid Memorandum of Understandings the complainant decided to hold all the properties booked by him. It is alleged that thereafter the complainant came to know that the accused persons had not even started construction of the said project and neither the same was approved by the appropriate authority.

10. The complainant thereafter filed an application under Section 156(3) of the Code of Criminal Procedure, 1973 ('CrPC') for registration of FIR and after taking a *prima facie* view of the complaint the learned ACMM by the impugned order summoned the petitioners as well as other accused persons for the offences under Sections 420/34 of the IPC.

11. The learned counsels for the parties submit that the matter has been settled between the parties.

12. The complainant is present in person and states that he has settled all the disputes with the petitioners, who were arrayed as accused Nos. 7 to 13 in the complaint.

13. The petitioners, by the impugned order dated 29.03.2019, were issued summons on the allegations of committing an offence under Section 420/34 IPC. The offence under Section 420 of the IPC is compoundable in nature. Thus, once the



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complainant has already settled the disputes and does not wish to proceed against the petitioners, no purpose would be served by relegating the parties to the Trial Court for filing application for compounding.

14. The terms of settlement have been recorded in the Settlement Agreements dated 22.11.2025, 09.12.2025 & 09.12.2025 respectively executed between the petitioners and the complainant and the same are taken on record.

15. The parties undertake that all the remaining terms of settlement would be duly complied with expeditiously.

16. In terms of the settlement agreements, no party is left any claim against each other except certain terms which are still left to be complied with.

17. The parties are bound by the terms of the settlement.

18. In view of the above, the present petitions are disposed of and the subject complaint against the petitioners is compounded.

19. Consequently, the order dated 29.03.2019, to the extent that it issues summons to the petitioners, is set aside and the petitioners are deleted from the array of the parties as an accused before the learned Trial Court.

20. A copy of this order be placed in all the matters.

AMIT MAHAJAN, J

DECEMBER 10, 2025

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