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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2618/2023 & CRL.M.A. 35356/2025** (*seeking leave to bring on record additional documents*)

ZOOMCAR INDIA PVT LTD & ORS.

.....Petitioners

Through: Mr. Archishman Chaudhury,
Advocate with AR of Petitioner No.1.

versus

GOVERNMENT OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Amol Sinha, ASC (Crl.) with Mr. Kshitiz Garg, Ms. Chavi Lazarus, Mr. Nitish Dhawan, Mr. Manan Wadhwa and Mr. Anshul Sharma, Advocates for State.

Inspector Sandeep Muan, P.S. EOW.
Mr. Aman Shanker, Advocate for R-2 with R-2 (through VC).

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

27.11.2025

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1. This petition under Article 226 of the Constitution of India read with 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. 130/2022 dated 31st August, 2022, registered under Sections 406, 420 and 120B of the Indian Penal Code, 1860³ at P.S. Economic Offences Wing, Delhi and all consequential proceedings emanating therefrom.

¹ "BNSS"

² "CrPC"

³ "IPC"



2. Briefly stated, the case of the prosecution is that a complaint was lodged by Dinesh Singh, the authorised representative of M/s. Dbest Cars Pvt. Ltd., alleging that officials of Zoomcar India Pvt. Ltd. had approached the Complainant in March 2020 seeking urgent advance payments on the assurance that Zoomcar would deliver its fleet of vehicles exclusively to the Complainant, free from all encumbrances, along with requisite bank NOCs within 25 days. It is alleged that, induced by such representations, the Complainant transferred substantial amounts to Zoomcar, and thereafter further payments were made on repeated assurances that additional vehicles would be delivered free of hypothecation. However, the cars supplied were allegedly found to be hypothecated with various financiers, including Orix and Cholamandalam, and Zoomcar failed to provide the promised NOCs. It is further alleged that Zoomcar induced the Complainant to make additional payments directly to the financiers to avert repossession proceedings and to prevent disputes with customers. Despite payments amounting to several crores, the NOCs were allegedly not provided, and Zoomcar is stated to have manipulated accounts and continued to make false assurances, causing wrongful loss to the Complainant and wrongful gain to itself. On the basis of these allegations, the present FIR came to be registered.

3. The Complainant/Respondent No. 2, has amicably resolved the dispute with the Petitioners and has decided not to pursue the present FIR against them. In this regard, a Settlement Agreement dated 22nd November, 2025, has executed between the Petitioners and the Complainant.

4. A copy of the Settlement Agreement has been placed on record and perused by the Court. As per its terms, the Complainant has mutually resolved all disputes and differences with the Petitioners and has agreed to



voluntarily give no objection to the quashing of the subject FIR. In furtherance of the settlement, Petitioner No. 1 agreed to pay a total sum of INR 1,35,00,000/- to the Complainant as full and final settlement.

5. Mr. Dinesh Anand, the authorized representative of the Complainant, who appears before the Court through the *Video Conferencing* mechanism, unequivocally states that the Complainant does not wish to pursue the FIR proceedings. He confirms that the decision to settle the matter is voluntary and made without any undue influence or coercion. He further confirms that in terms of the Settlement Agreement, the Complainant has received the entire settlement amount. In light of the amicable resolution, the Petitioners seek quashing of the subject FIR and all proceedings arising therefrom.

6. The Court has considered the submissions of the parties. It is pertinent to note that the offences under Sections 406 and 420 IPC are 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. Accordingly, the present petition is allowed and FIR No. 130/2022 dated 31st August, 2022, registered under Sections 406, 420 and 120B IPC at



P.S. Economic Offences Wing, Delhi, and all consequential proceedings emanating therefrom, are hereby quashed.

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

10. Respondent No. 1 is directed to release the passport/documents of Petitioner No.4, Gregory Bradford Moran, and immediately take steps to withdraw the LOC issued against him.

11. With the above directions, the present petition is disposed of along with pending application(s).

SANJEEV NARULA, J

NOVEMBER 27, 2025

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