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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 4267/2025**
KARAN RANAPetitioner

Through: Ms. Niti Vadhawan, Advocate with
Petitioner (in-Person).

versus

THE STATE NCT OF DELHI AND ANRRespondents
Through: Mr. Amit Ahlawat, APP for State.
SI Praveen Kumar, P.S. Rani Bagh.
Respondent No. 2 (in-person).

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
28.10.2025

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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. 50/, registered under Sections 420/467/468/471 of the Indian Penal Code, 1860³ at P.S. Rani Bagh, Delhi and all consequential proceedings emanating therefrom.

2. The case of the Prosecution emanates from a complaint filed by Respondent No. 2, who claims to be the lawful owner of Property No. 337, Sainik Vihar, Pitampura, Delhi. It is alleged that the Petitioner had taken the second floor of the said property on rent under a lease agreement dated 2nd

¹ "BNSS"

² "CrPC"

³ "IPC"



November, 2016 for a period of ten months at a monthly rent of ₹23,000/-, having paid ₹2,00,000/- by cheque and ₹30,000/- in cash as advance rent. Upon expiry of the lease, the Petitioner failed to vacate the premises despite repeated requests and issuance of a legal notice, and instead filed a suit for permanent injunction against the Complainant. It was then discovered that the Petitioner had allegedly forged and manipulated a lease deed on the same stamp paper number, purportedly extending the lease to ten years and falsely recording payment of ₹12,50,000/- as advance rent, while forging the Complainant's signatures. The Complainant alleges that the said forged document was created with intent to cheat and unlawfully retain possession of the premises. Based on this complaint, the subject FIR came to be registered.

3. With the intervention of common friends, colleagues and other respectable members of society, Respondent No. 2 has 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 31st May, 2025, has been executed between the parties, a copy whereof is placed on record and has been perused by the Court. As per its terms, Respondent No. 2 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 FI

4. The Complainant, who appears 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 as per the terms of the settlement, the Petitioner has made the payments due and handed over the possession of the subject property. In light of the amicable resolution between the parties, the Petitioner seeks quashing of the subject FIR and all proceedings arising therefrom.

5. The Court has considered the submissions of the parties. While the offences under Sections 467, 468 and 471 of the IPC are non-compoundable, Section 420 is compoundable in certain cases, with the permission of the Court.

6. It is well settled that in the exercise of its inherent powers under Section 482 CrPC (now Section 528 BNSS), the Court may, in appropriate cases, quash proceedings in respect of non-compoundable offences if the parties have reached a genuine settlement and no overarching public interest is adversely affected. The Supreme Court in **Gian Singh v. State of Punjab & Anr.**⁵ has held as follows:

“11. As discussed above, offence punishable under Section 186/332/353 of the IPC are non-compoundable being of serious nature, however, if the Court feels that continuation of criminal proceedings will be an exercise in futility and justice in this case demands that the dispute between the parties is put to an end and peace is restored, it can order for quashing of the FIR or criminal proceedings as it is the duty of the Court to prevent continuation of unnecessary judicial process.

12. In view of the law discussed above, considering the Settlement arrived at between the parties and the statements of respondent no.1 & 2, I am of the considered opinion that this matter deserves to be given a quietus as continuance of proceedings arising out of the FIR in question would be an an exercise in futility.”

[Emphasis added]

7. Further, in **Narinder Singh & Ors. v. State of Punjab & Anr.**,⁶ the Supreme Court held as follows:

⁴ “MoU”

⁵ (2012) 10 SCC 303



“29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. **No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves.** However, this power is to be exercised sparingly and with caution.

29.2. **When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:**

(i) ends of justice, or

(ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases.”

[Emphasis Supplied]

8. The Complainant in the present case has categorically expressed his

⁶ (2014) 6 SCC 466



unwillingness to pursue the matter further and has confirmed the settlement as voluntary and devoid of any coercion. Given this background, the continuation of criminal proceedings would amount to an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily. Having regard to the totality of circumstances, and in view of the legal principles laid down by the Supreme Court, this Court finds the present case to be an appropriate one for exercise of jurisdiction under Section 482 of the Cr.P.C. to secure the ends of justice.

9. In view of the foregoing, the present petition is allowed, and FIR No. 50/2023, P.S. Rani Bagh, as well as all consequential proceedings arising therefrom are hereby quashed.

10. However, since the State machinery was set in motion based on the impugned FIR, it is appropriate to impose cost on the Petitioner. Accordingly, the Petitioner is directed to deposit INR 10,000/- with the Delhi Police Welfare Fund, within a period of four weeks from today. Proof of deposit of cost be furnished to the concerned Investigating Officer.

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

12. Disposed of.

SANJEEV NARULA, J

OCTOBER 28, 2025

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