



\$~23

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

+ CRL.M.C. 4310/2025 & CRL.M.As. 18808/2025, 20615/2025

POONAM CHOPRA AND ANR

.....Petitioners

Through: Mr. Rahul Goyal and Ms. Riya
Sharma, Advocates with Petitioners
(in-Person).

versus

THE STATE GOVT OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Mukesh Kumar, APP for R-1,
Mr. Achint Kumar, Advocate for R-2
with R-2 (in-Person).

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

%

29.07.2025

1. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (formerly Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of FIR No. 229/2025 under Sections 126(2)/127(2)/351(2)/3(5)/61(2) of the Bharatiya Nyaya Sanhita, 2023³ registered at P.S. Hauz Khas and all proceedings emanating therefrom.

2. The impugned FIR was registered on a complaint filed by Respondent No. 2, wherein he stated that the Petitioner No. 1 is the owner of the property bearing No. 14, Kaushalya Park, Chaudhary Dalip Singh Marg, Hauz Khas and that he is the tenant of the said premises. He alleged that on

¹ "BNSS"

² "Cr.P.C."

³ "BNS"



2nd June, 2025, the Petitioners in collusion with 10-12 unidentified individuals, unlawfully and forcibly entered the aforementioned property. They locked the rented premises from the outside while an employee named Bijendra and the medical equipment of Respondent No. 2 was inside. He further alleged that the Petitioners not only locked the premises but also threatened and intimidated Respondent No. 2 with dire consequences.

3. The parties state that, 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 impugned FIR. Pursuant to this settlement, Petitioner No. 1 and Respondent No. 2 executed a Memorandum of Understanding⁴ dated 10th June, 2025. As per its terms, Respondent No. 2 has agreed to voluntarily give his no objection to the quashing of the impugned FIR.

4. The Petitioners and Respondent No. 2 have appeared in person and duly identified by the IO. Petitioner No. 1 confirms that Respondent No. 2 has vacated the tenanted premises and has cleared all arrears, including electricity and water dues. Respondent No. 2 states that he does not wish to pursue the FIR proceedings and affirms that his decision to settle the matter is voluntary and made without any undue influence or coercion. He further states that, although the settlement is reached between him and Petitioner No. 1, he gives his consent to quash the present proceedings *qua* Petitioner No. 2 as well.

5. The Court has considered the afore-noted facts and submissions. While the offences under Section 61(2) of BNS is non-compoundable, offences under Sections 126(2), 127(2) and 351(2) of BNS are



compoundable by the person so intimidated and the woman whose modesty was insulted, with the permission of the Court. It is well-settled that in the exercise of its inherent powers under Section 482 of Cr.P.C (now Section 528 of 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 supplied]

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

“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***

⁴ “MoU”

⁵ (2012) 10 SCC 303

⁶ (2014) 6 SCC 466



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]

7. The Supreme Court has consistently held that in cases where the complainant has entered into a voluntary and *bona fide* settlement, and is no longer inclined to support the prosecution, the prospect of securing a conviction becomes exceedingly remote. In such circumstances, continuing the prosecution may not only prove futile, but would also serve no worthwhile public interest. The Complainant in the present case has categorically expressed his 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.

8. However, since the State machinery has been put to motion, the Court deems it appropriate to impose cost on the Petitioners.

9. In view of the foregoing, the present petition is allowed and the impugned FIR as well as all consequential proceedings arising therefrom are hereby quashed, subject to payment of cost of INR 5,000/- each to be paid by the Petitioners with the Delhi Police Welfare Fund.

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

SANJEEV NARULA, J

JULY 29, 2025/as