



\$~68

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

+ **CRL.M.C. 5049/2025**

ASUTOSH PATTANAYAK & ANR.

.....Petitioners

Through: Mr. Nitin Mittal, Advocate with
Petitioner in person.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Hemant Mehla, APP for State.
Mr. Gurmukh Singh Arora and
Ms. Ayushi Bisht, Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **29.07.2025**

1. The present petition filed 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. 521/2023³ dated 20th September, 2023, registered under Sections 420, 406 and 34 of the Indian Penal Code, 1860,⁴ at P.S. Shalimar Bagh and all proceedings emanating therefrom. A chargesheet was subsequently filed against the Petitioners in the said FIR.

2. The present FIR was registered pursuant to an order dated 12th September, 2023 passed by the Metropolitan Magistrate, Rohini Courts, on a complaint under Section 156(3) Cr.P.C. filed by Ms. Alka Kapur, Principal,

¹ "BNSS"

² "Cr.P.C."

³ "the impugned FIR"



Modern Public School, Shalimar Bagh, Delhi (Respondent No. 2). It was alleged that Petitioner No. 1, Ashutosh Pattanayak, along with certain other persons including Tripti Gandhi and Mohit Luthra, misrepresented the organisation of a “World Sustainability Summit, London,” offering students and teachers of the school an opportunity to participate in an international event featuring interactions with foreign dignitaries and a certificate from the UNIC. Relying on these assurances, 14 students and 1 teacher enrolled for the programme, each paying INR 1,60,000/- towards the cost of participation. A substantial portion of these funds was allegedly transferred into the bank account of United Youth Circuit, a proprietorship of Petitioner No. 2, Tapas Ranjan Pattanayak. However, the event did not take place as promised, and despite repeated assurances and written commitments of refund, no reimbursement was made to the parents or the school, leading to the filing of the present complaint and subsequent registration of FIR.

3. The Petitioners and Respondent No. 2 have now amicably resolved their disputes and differences. A Memorandum of Understanding⁵ dated 20th March, 2025 has been executed between Respondent No. 2 and the wife of Petitioner No.1, on behalf of both the Petitioners. In terms of the said MoU, the Petitioners have undertaken to pay a sum of INR 35,00,000/- towards full and final settlement of all claims and allegations made by the complainant against them.

4. Taking note of the above, on 28th May, 2025, this Court had passed the following order:

“1. The Applicants were granted regular bail by separate orders dated 24th March, 2025, issued by the Judicial Magistrate First Class, North West,

⁴ “IPC”

⁵ “MoU”



Rohini Courts. The bail was primarily premised on the Applicants' willingness to amicably resolve the dispute. In support thereof, the Applicants placed on record a Memorandum of Understanding⁶ dated 20th March, 2025, as per which they undertook to pay a total sum of INR 35,00,000/-, of which INR 5,00,000/- was already paid, and the remaining amount was to be cleared within 15 days from the date of execution.

2. However, owing to non-compliance with the payment timeline stipulated in the MoU, the Additional Sessions Judge-II (Special Judge, NDPS), North-West, Rohini Courts, vide separate orders dated 22nd May, 2025, revoked the bail granted to the Applicants.

3. The Counsel for Applicants states, on instructions, that the Applicants remain committed to honouring the financial obligations under the MoU. It is submitted that a sum of INR 2,00,000/- shall be transferred to the Complainant's bank account today via online mode, and an additional amount of INR 3,00,000/- shall be paid on or before 7th June, 2025. The remaining amount will be cleared within a period of 30 days from today. The aforesaid statement is taken on record and shall bind the Applicants.

4. The Counsel for the Complainant is directed to share the requisite bank account details for the purpose of effecting the said payments during the course of the day.

5. In view of the above, and in the interest of justice, it is directed that no coercive steps shall be taken against the Applicants till the next date of hearing.

6. List on 29th July, 2025."

5. Pursuant to the aforementioned order and the MoU, the Petitioners have already made part payment by way of demand drafts in favour of "Modern Public School Education Society," and the balance amount of INR 9,00,000/- has been handed over in Court by way of Demand Draft bearing No. 097920 dated 25th July, 2025. A copy thereof, has been handed across the bar and is taken on record.

6. Mr. Gurmukh Singh Arora, Counsel for Respondent No. 2, acknowledges receipt of the said demand drafts, while submitting that the same are presently pending clearance. He submits that subject to successful clearance, Respondent No. 2 has no objection to the quashing of the FIR as



against the Petitioners. An affidavit to this effect is also placed on record.

7. Mr. Arora submits that, independent of the present settlement, the claims of all the parents and students who had made payments in connection with the alleged event have already been satisfied. He further states that the Look Out Circulars (LOCs) issued against the Petitioners emanate solely from the FIR in question and, in view of the settlement, the same may also be directed to be quashed.

8. The Court has considered the aforementioned submissions. It is pertinent to note that the offences under Sections 420 and 406 of 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 and pass an appropriate order so as to secure the ends of justice.

9. Having regard to the nature of the dispute and the fact that the aggrieved parties have amicably settled the matter with the Petitioners, this Court is of the view that continuation of the criminal proceedings *qua* the Petitioners 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.

10. In view of the above, and considering that the State machinery has been put to motion, ends of justice would be served if the Petitioners are put to cost.

11. Accordingly, the present petition is allowed and the impugned FIR No. 521/2023 registered at PS, Shalimar Bagh, Delhi, and all consequential proceedings arising therefrom are hereby quashed, *qua* the Petitioners in the



present petition, subject to payment of a total cost of INR 25,000/- by the Petitioners to the Delhi Police Welfare Fund, within a period of four weeks from today. The proof of payment of cost be submitted with the concerned IO. It is clarified that the FIR has not been quashed qua the other co-accused persons.

12. The look out circulars issued against the Petitioners which are emanating from the FIR in question also stand quashed.

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

SANJEEV NARULA, J

JULY 29, 2025

nk