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

+ **CRL.M.C. 5375/2025 & CRL.M.A. 23149/2025**

ADITYA BIRLA SUNLIFE INSURANCE COMPANY LIMITED

.....Petitioner

Through: Mr. Sanjay K Chadha and Mr. Asad Quraishi, Advs. (Through VC) along with petitioner in person

versus

THE STATE (NCT OF DELHI) & ORS.

.....Respondents

Through: Mr. Raghuinder Verma, APP for State with Mr. Aditya Vikram Singh, Adv.

SI Manisha, PS Punjabi Bagh

Mr. Parveen Dabas, Adv. for R-2

Respondents no. 2 (though VC)

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

08.08.2025

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CRL.M.A. 23150/2025 & CRL.M.A. 23153/2025

1. Exemption allowed, subject to all just exceptions.
2. The applications stand disposed of.

CRL.M.C. 5375/2025

3. The instant petition under Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "CrPC") read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") has been filed by the petitioner praying for quashing of FIR No. 0116/2018 dated



06.03.2018 registered at Police Station - Punjabi Bagh, Delhi for the offences punishable under Sections 468/471 of the Indian Penal Code, 1860 (hereinafter “IPC”).

4. Learned counsel for the petitioner submits that on 28.03.2008, the petitioner issued a life insurance policy (Policy No. 001543849) to Parvesh Dabas (respondent No. 2) for a sum of ₹1,00,000/-, with maturity in March 2016. It was alleged that upon maturity, the maturity amount was reinvested without the complainant’s consent into a new policy (Policy No. 006973797), by forging his signature.

5. Aggrieved, Parvesh Dabas filed a criminal complaint, which led to the registration of the present FIR. Subsequently, the parties entered into a settlement, and a compromise deed dated 30.05.2019 was executed, pursuant to which the complainant received ₹1,10,140/- and withdrew his complaint before the Magistrate, resulting in the dismissal of the complaint.

6. However, a subsequent writ petition filed by the insurance company for quashing the FIR was dismissed on 23.01.2025 due to the complainant’s withdrawal of consent, and the compromise amount was deposited with the investigating officer.

7. Thereafter, a fresh settlement was executed on 25.06.2025 for ₹ 3,10,140/-, in which the complainant confirmed full and final settlement of all disputes and agreed to cooperate in quashing the FIR. It is submitted that the petitioner and respondent no. 2 have settled their disputes amicably and are now moving forward towards a peaceful and harmonious future.

8. Compromise deed dated 25.06.2025 is on record and has been annexed as Annexure P-6. *Qua* this deed, respondent no. 2 has agreed to get the present FIR quashed.



9. It is thus prayed by the learned counsel appearing on behalf of the petitioner that the instant FIR may be quashed on the basis of the compromise deed.

10. Learned APP for the State, who appears on advance notice, accepts notice and submits that there is no opposition to the prayer made by the petitioner seeking quashing of the FIR in question in view of the settlement arrived at between the parties, however, considering the fact that state machinery has been used, costs may be imposed.

11. Heard learned counsel for the parties and perused the record.

12. The petitioner is present before this Court and has been identified by his counsel, Mr. Sanjay K Chadha and Investigating Officer, SI Manisha, Police Station Punjabi Bagh. Respondent no. 2 is also present in the Court, through VC, and has been identified by the Investigating Officer.

13. On a query made by this Court, respondent no. 2 has categorically stated that he has entered into compromise on his own free will and without any pressure.

14. Learned counsel for the petitioner has handed over the balance amount *via* a Demand Draft bearing No. 177642 for the balance amount of ₹ 2,00,000/- dated 19.06.2025 and Demand Draft bearing No. 678773 for the balance amount of ₹ 1,10,140/- dated 14.07.2025 in the name of respondent no. 2, to the counsel for the respondent no. 2. Particulars of the same are stated to be verified and correct. It is stated by respondent no. 2 that the entire dispute has been amicably settled between the parties.

15. Keeping in view the fact that the matter stands amicably been settled between the petitioners and respondent no. 2, without any pressure, no fruitful purpose would be served by keeping the matter pending.



16. In the present case, the State machinery has been put into motion and further the judicial time has also been wasted, thus, it is deemed appropriate to impose cost on the petitioner. In the facts and circumstances of the present case, the petitioner is directed to deposit a cost of ₹ 25,000/- with DHCBA Women Advocates Welfare Fund.

17. Hence, in light of the judgment of the Hon'ble Supreme Court passed in *Gian Singh vs. State of Punjab* (2012) 10 SCC 303, FIR No. 0116/2018 dated 06.03.2018 registered at Police Station Punjabi Bagh, for offences punishable under Sections 468/471 of the Indian Penal Code, 1860, and consequent proceedings emanating therefrom, are quashed, subject to the deposition of the cost of ₹ 25,000/- in the account of DHCBA Women Advocates Welfare Fund i.e., saving account no. 15530110172858 (IFSC-UCBA0001553), Bank Name- UCO Bank, Branch- Delhi High Court within one week from today. The receipt of payment is to be deposited and verified by the concerned IO.

18. The petition along with pending applications, if any, stands disposed of.

AJAY DIGPAUL, J

AUGUST 8, 2025
gs/ryp