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

+ CRL.M.C. 6778/2025, CRL.M.A. 28490/2025

PRADEEP KUMAR

.....Petitioner

Through: Mr. Shekhar Aggarwal, Advocate.

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Mr. Amit Ahlawat, APP for State
with SI Raghubir Singh, PS-Maya
Puri.

Mr. Swapnil Gupta and Mr. Vaibhav
Mendiratta, Advocates for R-2 with
R-2 in person.

+ CRL.M.C. 6789/2025, CRL.M.A. 28556/2025

VIRENDER SIHAG

.....Petitioner

Through: Mr. Ritesh Saxena and Mr. Sameer
Vats, Advocates.

versus

THE STATE GOVT. OF NCT OF DELHI AAND ANR

.....Respondents

Through: Mr. Amit Ahlawat, APP for State
with SI Raghubir Singh, PS-Maya
Puri.

Mr. Swapnil Gupta and Mr. Vaibhav
Mendiratta, Advocates for R-2 with
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

22.09.2025

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1. These petitions under Section 528 of the Bharatiya Nagarik Suraksha



Sanhita, 2023¹ (corresponding to Section 482 of Criminal Procedure Code, 1973²) seek quashing of an FIR No. 139/2025 dated 10th May, 2025, registered under Sections 467, 468, 471 and 120B of the Indian Penal Code, 1860³ at P.S. Mayapuri and all other proceedings emanating therefrom.

2. The case of the prosecution, in brief, is as follows:

2.1. The complainant, Sudesh Bhatia, asserts ownership and possession of Plot No. B-91, Mayapuri Industrial Area, Phase-I, New Delhi. It is alleged that in the backdrop of lease-related disputes concerning the said property, the Petitioners conspired to unlawfully deprive him of his proprietary rights.

2.2. It is alleged that Pradeep Kumar (the Petitioner in CRL.M.C. 6778/2025) played a central role by fabricating an Agreement to Sell purportedly executed by the complainant. An earlier payment of INR 15,00,000/- was allegedly misappropriated to lend a veneer of legitimacy to the transaction. On the basis of such forged documents, including a possession letter bearing the complainant's alleged forged signatures, Pradeep Kumar is said to have issued legal notices and instituted a civil suit for specific performance before this Court, thereby attempting to usurp the complainant's property by fraudulent means.

2.3. The case against Virender Sihag (Petitioner in CRL.M.C. 6789/2025) is that he had earlier intimidated and threatened the complainant and his employees during the subsistence of lease disputes and, in furtherance of the common design, facilitated the circumstances under which the forged agreement was projected.

2.4. On these allegations, the subject FIR got registered against the two

¹ "BNSS"

² "CrPC"



accused persons.

3. It is submitted that during the proceedings in FAO(OS) (COMM) 109/2025 and CS (COMM) 500/2023, before the division bench of this Court, an agreement has been reached to bring a quietus to all disputes and differences between the parties. The relevant portion of the order dated 24th July, 2025 reads as follows:

“10. After some hearing, the ld. Counsels for the parties under instructions from their respective clients have finally agreed to amicably resolve their disputes in the following terms:

- i) The Plaintiff/Appellant would no longer press the relief of specific performance or any other relief as prayed for in the suit. The Plaintiff/Appellant undertakes to withdraw the suit;*
- ii) In view of the withdrawal of the said suit, the Defendant/Respondent agrees not to pursue the criminal complaint and further agrees for that he would jointly file with the Plaintiff/Appellant, a petition for quashing of the said FIR being FIR No.139/2025 dated 10th May, 2025, PS Mayapuri in view of the settlement;*
- iii) With these two conditions agreed between the parties, no claims or counter claims would exist between each other and the same would be a full and final settlement.*

11. The above terms have been agreed to by the ld. Counsels on record on both sides i.e., Mr. Ritesh Saxena who has spoken to the Plaintiff/Appellant himself and Mr. Swapnil Gupta, ld. Counsel who has spoken to the Defendant/Respondent.

12. The suit is accordingly dismissed as withdrawn in view of the settlement as recorded above. There shall be no orders as to costs. Both parties shall abide by the terms of the settlement as recorded above.

13. In view of the settlement which has been agreed between the parties, PS, Mayapuri shall no longer proceed with the complaint/FIR against the Plaintiff/Appellant.

14. Within a period of two months, the parties shall file the petition seeking quashing of the FIR No.139/2025 dated 10th May, 2025, PS Mayapuri under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023.

³ “IPC”



15. The Defendant/Respondent shall render complete cooperation to the Plaintiff/Appellant and to the other co-accused as well.

[Emphasis Supplied]

4. In view of the settlement, the complainant, who is present in court and duly identified by the Investigating Officer, has expressed his unequivocal intent not to pursue the proceedings in the subject matter. To this effect, his Affidavit/No Objection Certificate(s) supporting the prayer for quashing of the FIR against the two Petitioners are annexed with the petitions. The parties, thus, jointly seek quashing of the proceedings arising out of the subject FIR and all proceedings emanating therefrom.

5. The Court has considered the afore-noted facts and submissions. Notably, the offences under Sections 467, 468, 471 and 120B of IPC are non-compoundable. However, it is well settled that in the exercise of its inherent powers under Section 482 CrPC (corresponding to Section 582 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.***⁴ has clarified that even non-compoundable offences can be quashed on the basis of a settlement between the parties if the circumstances so warrant. The relevant portion of the judgment states:

“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

⁴ (2012) 10 SCC 303



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.”

6. Further, in *Narinder Singh & Ors. v. State of Punjab & Anr.*,⁵ 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 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.”

[Emphasis Supplied]

7. Although the offences alleged in the FIR are not strictly ‘*in personam*’, and they touch upon public concerns rather than being confined to individual grievances, the Court must also account for the practical realities of securing a conviction in the present case. The Supreme Court has consistently held that where the chances of conviction are remote due to an amicable settlement between the parties, the Court should consider whether continuing the prosecution would serve any meaningful purpose.

8. Since the Complainant has entered into a voluntary and genuine



settlement, and is unwilling to pursue the case, the likelihood of conviction diminishes significantly. Thus, considering the totality of circumstances, the Court is of the view that allowing the prosecution of the impugned FIRs to continue would serve no useful purpose. It would not only be a waste of judicial time but would lead to an unnecessary burden on the State Exchequer. In light of the settled legal position, the present case is fit for quashing under Section 528 of BNSS (corresponding to Section 482 CrPC).

9. However, since the State machinery was set in motion based on the alleged actions of Pradeep Kumar (the Petitioner in CRL.M.C. 6778/2025), it is appropriate to impose costs on him. Accordingly, he is directed to deposit INR 15,000/- with the Delhi Police Welfare Fund, within a period of four weeks from today.

10. In view of the foregoing, FIR No. 139/2025 dated 10th May, 2025, registered under Sections 467, 468, 471 and 120B of IPC at P.S. Mayapuri and all other proceedings emanating therefrom are hereby quashed.

11. It is expected that the parties shall abide by the terms of settlement.

12. The petitions are disposed of accordingly along with any pending application(s).

SANJEEV NARULA, J

SEPTEMBER 22, 2025/nk

⁵ (2014) 6 SCC 466