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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 3115/2025 & CRL.M.A. 28767/2025**
VIKAS KAUSHIK & ORS.Petitioners

Through: Mr. Raj Kumar and Ms. Himani
Mudgal, Advocates with Petitioners
present (in-person).

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Rahul Tyagi, ASC (Crl.) with Mr.
Sangeet Sibou, Mr. Abhishek Tomer
and Mr. Anikait Kr. Singh, Advocates
for State.
SI Avinash Kr., P.S. Anand Vihar.
Mr. Ajay Marwah, Ms.
Swaroopananda Mishra and Mr.
Prakhar Singh, Advocates for
complainant with complainant (in-
Person).

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER
23.09.2025

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1. The present petition under Article 226 of the Constitution of India read with 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. 197/2025 dated 22nd April, 2025, registered under Sections 318(4)/336(3)/338/340(2)/329(4)/61(2) of the Bharatiya

¹ "BNSS"



Nyaya Sanhita, 2023³ at P.S. Anand Vihar and all consequential proceedings emanating therefrom.

2. The impugned FIR was registered on the complaint of Ms. Sangeeta Bansal in respect of Property No. 3, Priya Enclave, Delhi. The complainant alleges that, as the owner of the subject property, she executed an Agreement to Sell dated 15th September, 2024, with Vikas Kaushik (Petitioner No. 1) and Pradeep Goyal (Petitioner No. 2) for a total consideration of INR 9 crores, which was facilitated by property agents Naini Aggarwal and Ashish Pandita (Petitioner No. 3), along with one Vikas Gupta, who gave assurances regarding the purchasers' financial standing and intent. It is stated that INR 1,85,30,000/- was paid as advance, but the balance remained unpaid despite reminders and legal notices. The complainant claims to have terminated the agreement, forfeited the advance, and intimated the Sub-Registrar accordingly. It is further alleged that the accused persons instituted civil proceedings on the basis of alleged false and forged documents and obtained an *ex-parte* interim order dated 08th April, 2025, whereafter on 18th April, 2025, they unlawfully entered the premises by breaking the main lock and took possession and 7-8 persons were found illegally residing on the property. When the complainant's son visited the property on 20th April, 2025, he was assaulted by these occupants. On these allegations, the subject FIR was registered.

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 Petitioners and has decided not to

² "CrPC"

³ "BNS"



pursue the present FIR. Pursuant to this settlement, a Memorandum of Understanding⁴ dated 17th June, 2025, was executed between the Petitioners No. 1 and 2 and Respondent No. 2.

4. A copy of the MoU has been placed on record and perused by the Court. As per its terms, Respondent No. 2 and the Petitioners have amicably resolved all disputes *inter se*, Respondent No. 2 has voluntarily consented to quashing of the subject FIR, and possession of Property No. 3, Priya Enclave, Delhi, stands restored to Respondent No. 2 pursuant to the settlement. In furtherance thereof, Respondent No. 2 has refunded a total sum of INR 1,85,30,000 to Petitioners No. 1 and 2 towards full and final settlement, disbursed as INR 94,50,000/- in favour of Vikas Kaushik and INR 90,80,000/- in favour of Pradeep Goyal.

5. The Court notes that the FIR names five accused, including two purchasers and certain property agents. However, only three have filed the present petition. One of the agents is Petitioner No. 3. As reflected in the FIR, the allegations against the agents pertain only to their facilitative role and assurances regarding the purchasers' financial credibility. Respondent No. 2, who is present in person and duly identified by the Investigating Officer, affirms the same. She confirms that the dispute has been amicably resolved, possession of the property has been restored to her, the advance earlier received from the Petitioners has been refunded and acknowledged by them, and the civil suit instituted by the Petitioners has been withdrawn pursuant to the settlement. She further states that she has no objection to quashing of the FIR in its entirety and all proceedings arising therefrom, and that she does not wish to prosecute the remaining accused.

⁴ "MoU"



6. The Court has considered the submissions of the parties. While the offence under Section 329(4) BNS is compoundable and the offence under Section 318(4) BNS is compoundable with the permission of the Court, the offences under Sections 336(3), 338, 340(2) and 61(2) BNS are non-compoundable.

7. It is well settled that in the exercise of its inherent powers under 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]

8. 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

⁵ (2012) 10 SCC 303

⁶ (2014) 6 SCC 466



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]

9. Although the offences under Sections 336(3), 338 and 340(2) BNS cannot be regarded as purely *in personam*, the Court must nevertheless take into account the practical realities of securing a conviction in the present case. 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.

10. The complainant in the present case has categorically expressed her unwillingness to pursue the matter further and has confirmed the settlement as voluntary and devoid of any coercion. She has affirmed that possession of the disputed property has been restored to her and that she has refunded the advance amount to the Petitioners, which is also confirmed by the Petitioners. 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 528 of the BNSS to secure the ends of justice.

11. However, since the State machinery was set in motion based on the impugned FIR, it is appropriate to impose costs on the Petitioners. Accordingly, the Petitioners are directed to deposit INR 10,000/- each with the Delhi Police Welfare Fund within a period of six weeks from today. Proof of payment be furnished to the concerned SHO/IO within a period of six weeks thereafter.

12. In view of the foregoing, the present petition is allowed and the impugned FIR No. 197/2025 registered at P.S. Anand Vihar, as well as all consequential proceedings arising therefrom are hereby quashed, subject to payment of costs.



13. The parties shall remain bound by the terms of settlement.
14. Accordingly, the petition is disposed of along with pending application(s).

SANJEEV NARULA, J

SEPTEMBER 23, 2025
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