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

+ **W.P.(CRL) 3647/2024 & CRL.M.A. 34996/2024**

**MOHIT GOGIA & ANR.**

.....Petitioners

Through: Mr. Amit Saxena, Mr. B. C. Tyagi  
and Mr. Gagan Kumar, Advocates

versus

**STATE OF NCT OF DELHI & ANR.**

.....Respondents

Through: Mr. Sanjeev Bhandari, ASC for State

**CORAM:**

**HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA**

**ORDER**

% **06.03.2025**

1. The present petition has been filed under Section 482 of the Criminal Procedure Code, 1973 (Cr.P.C.) seeking the following reliefs: -

“a) Allow the present petition and quash the FIR in FIR 51/2023, PS: EOW, U/s 406/420/465/467/468/471/120B and all the related proceedings emanating out of it”

2. Learned counsel for the Petitioners states that the disputes between the parties arises out of a commercial transaction, wherein the Complainant i.e., Respondent No. 2 had advanced a sum of Rs. 4.26 Crores (approximately) to the Petitioners herein towards purchase of an immovable property.

2.1 He states that dispute arose due to the said commercial transaction which led to registration of FIR No. 0051/2023 dated 04.06.2023 under Sections 406/420/467/468/471/120B of the Indian Penal Code, 1860 (IPC).



2.2 He states that after the registration of the FIR, the parties i.e., Petitioners and Respondent No.2 have amicably resolved their disputes and executed a Memorandum of Understanding (MoU) dated 19.11.2024, wherein the Petitioners agreed to refund the entire amount claimed by the Complainant i.e., Respondent No.2. He states that Petitioners have since repaid the amount i.e., Rs. 4,26,68,626/- as specified in the MoU to the Respondent No.2 and thus, the grievance of the Respondent No. 2 stands redressed.

3. Respondent No. 2 has joined the proceedings through Video Conferencing and is duly identified by the counsel and the Investigating Officer ('IO').

4. This Court has interacted with Respondent No. 2 and he confirms having received the entire amount from the Petitioners as per the MoU and having executed the affidavit in support of this petition consenting to the quashing of the FIR No. 51/2023.

5. Learned ASC submits that investigation is still pending and charge-sheet has not been filed.

5.1 He states that Petitioner No. 1 is a habitual offender and there are three (3) other FIRs pending against him. He refers to the paragraph '12' of the Status Report and states that the details of the said three (3) FIRs are enlisted therein.

5.2 He states that two (2) FIRs have been quashed and trial in FIR No. 368/2018 is still pending.

5.3 He states that the FIR No. 0051/2023, which is the subject matter of the present petition has been registered against the Petitioner no. 1.

6. In response, learned counsel for the Petitioner No. 1 clarifies that with



respect to the FIR No. 368/2018, a compromise has been reached between Petitioner No. 1 and the Complainant therein and an appropriate application for quashing of the said proceedings would also be filed.

7. This Court has considered the submissions of the parties.

8. The nature of dispute forming subject matter of the captioned FIR is a financial transaction, which dispute has now been amicably resolved between the parties. In this regard it would be relevant to refer to the judgment passed in **Parbatbhai Aahir and Others v. State of Gujarat**<sup>1</sup> and Another 1 wherein the Supreme Court has laid down broad principles for High Courts exercising jurisdiction under Section 482 Cr.P.C. for quashing proceedings on the ground of settlement. The relevant extract reads as under:

“16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions: 16.1. Section 482 preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. The provision does not confer new powers. It only recognises and preserves powers which inhere in the High Court;

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16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing in so far as the exercise of the inherent power to quash is concerned;

16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute;

16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice; and...”

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<sup>1</sup> (2017) 9 SCC 641.



(Emphasis supplied)

9. Keeping in view the aforesaid principle and commercial nature of the dispute and the fact that the parties have amicably settled the dispute, this Court is, therefore, of the view that there is no purpose continuing with proceedings of the present FIR qua the Petitioners, as it would be misuse of the process of the Court and an unnecessary burden on the State exchequer. Further this Court is also of the considered opinion that it is a fit case to exercise discretionary jurisdiction under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS).

10. Petitioner No. 1 will pay cost of Rs. 1 lakh to Delhi High Court Bar Association Employees Welfare Fund (S.B. A/c No. 15530100010657), New Delhi- 110003.DHCLSC and Petitioner No. 2 will pay cost of Rs. 25,000/- to Delhi High Court Legal Service Committee. The costs will be paid within four (4) weeks.

11. The proof of payment of costs will be filed with the registry and provided to the I.O.

12. Accordingly, subject to payment of costs, the petition is allowed and consequently, the FIR No. 51/2023 under Sections 406/420/465/467/468/471/120B registered at PS EOW and proceedings emanating therefrom, are quashed, *qua* the Petitioners.

13. Parties shall abide by the terms of settlement.

14. Pending application is disposed of as infructuous.

15. The I.O. is directed to apprise the Trial Court of this order and have it placed on record before the next date of hearing.

16. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, [www.delhihighcourt.nic.in](http://www.delhihighcourt.nic.in), shall be treated



as a certified copy of the order for the purpose of ensuring compliance. No physical copy of order shall be insisted by any authority/entity or litigant.

**MANMEET PRITAM SINGH ARORA, J**

**MARCH 6, 2025/rhc/sk**