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

+ **CRL.M.C. 8353/2025 & CRL.M.A. 34840/2025**

RAKESH JAISWAL AND ORS

.....Petitioners

Through: Mr. Nitin Sejwal, Mr. Mohit Sejwal,
Mr. Nushant Sejwal, Mr. Devender
Singh, Ms. Nancy, Ms. Arushi Drall,
Ms. Mahima Singh and Ms. Saakshi
Gupta, Advocates.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Hitesh Vali, APP for State.
Mr. Mohsin Qureshi, Mr. Sanjay
Sharma and Mr. Md. Danish,
Advocates for R-2 with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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09.12.2025

1. This petition under 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. 179/2025 dated 2nd May, 2025, registered under Sections 420/120B of the Indian Penal Code, 1860³ at P.S. New Friends Colony, and all consequential proceedings emanating therefrom.

2. The FIR was registered pursuant to order dated 26th April, 2025 passed by the ACJM, Saket Courts, under Section 156(3) of the erstwhile

¹ "BNSS"

² "CrPC"

³ "IPC"



Code. Respondent No. 2 alleges that he was cheated in the course of a proposed land purchase. He states that, on approaching a firm named Khushi Associates for a plot at Salarpur Khadar, he was shown a 150-square yard plot by one Rakesh Jaiswal, who represented himself as owner. Relying on these representations, the Complainant issued a demand draft of INR 14,00,000/- towards the sale consideration and thereafter paid INR 2,00,000/- for stamp papers. Despite repeated assurances that the sale deed would be registered, the accused persons, namely, Rakesh Jaiswal, Sunil Nagar and Azam Khan, kept deferring execution. Ultimately, neither was the sale deed registered nor was the money returned, and Rakesh allegedly stopped responding to calls.

3. The parties now state that they have amicably resolved their disputes and executed a Memorandum of Understanding-cum-Settlement Deed dated 9th July, 2025. The MoU placed on record has been perused. It records that the Complainant has settled all disputes and claims with the Petitioners and has agreed to extend his no-objection to the quashing of the subject FIR and all proceedings arising therefrom.

4. The Complainant, appearing in person, duly identified by the Investigating Officer, unequivocally states that he does not wish to pursue the FIR or the criminal proceedings any further. He affirms that the settlement has been entered into voluntarily and without any pressure or coercion and confirms that he has received the entire settlement amount of INR 16,00,000/-, comprising INR 7,00,000/- by demand draft and the balance in cash over a period of time. He identifies his signatures on the Settlement Deed dated 9th July, 2025, which also sets out the details of the payments. He further states that the civil suit instituted by him against the



Petitioners in respect of the same transaction will also be withdrawn. The Petitioners, who are present in Court, are likewise identified by the Investigating Officer.

5. The State has pointed out that Petitioner No. 1, Rakesh Jaiswal, is involved in other criminal cases and was in custody in one such matter. However, the present FIR arises out of a singular property transaction between private parties, in which the Complainant attributes the loss to the Petitioners and has now been fully reimbursed. The parties have reduced their settlement into a written Memorandum of Understanding, and the Complainant has also undertaken to withdraw the civil proceedings arising from the same transaction. In these circumstances, and bearing in mind that the dispute is essentially civil and commercial in nature and has been genuinely resolved by the parties, the antecedents of Petitioner No. 1, by themselves, do not furnish a sufficient ground to decline the exercise of inherent jurisdiction in the present matter.

6. The Court has considered the aforementioned submissions. The offence under Section 420 IPC is compoundable with the permission of the Court at the instance of the person cheated, and the existence of such a provision in Section 320 of the erstwhile CrPC does not curtail the High Court's inherent power under Section 528 BNSS (corresponding to Section 482 CrPC). It is now well settled that, in an appropriate case, where the parties have voluntarily settled their *inter se* dispute and the continuance of the criminal proceedings would serve no useful purpose and would amount to an abuse of process, the High Court may, in exercise of its inherent jurisdiction, quash the FIR and consequential proceedings in order to secure the ends of justice.

7. Having regard to the nature of the dispute and the fact that the



aggrieved parties have amicably settled the matter, this Court is of the view that continuation of the criminal proceedings 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.

8. 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.

9. Accordingly, the present petition is allowed and FIR No. 179/2025 dated 2nd May, 2025, registered at P.S. New Friends Colony, and all consequential proceedings emanating therefrom, are hereby quashed, subject to payment of a total cost of INR 20,000/- 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.

10. The parties shall abide by the terms of settlement.

11. Accordingly, the petition is disposed of along with any pending application(s).

SANJEEV NARULA, J

DECEMBER 9, 2025/MK