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

+ **W.P.(CRL) 4018/2024**

SH. ARUJ GOYAL

.....Petitioner

Through: Mr. Neeraj Gupta and Mr. Rajat
Asija, Advocates

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Rahul Tyagi, ASC for State
Ms. Priti Agarwal, Ms. Raminder
Kaur along with Mr. Rahul Kapoor,
Company Secretary for R-2 (through
VC)

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

ORDER

% **10.02.2025**

1. This is a petition filed seeking the following reliefs: -

“Quashing of the FIR No. 491/2018, Dated 06.10.2018, Under Hon'ble Section 420/468/471/120B/34 of Indian Penal Code, Registered at Police Station Prashant Vihar, Delhi and subsequent consequential proceedings arising there from, in respect to the petitioner in the interest of justice.”

2. Learned counsel for the Petitioner states that the subject FIR arises out of a commercial transaction between Petitioner and Respondent no. 2.

3. He states that parties have arrived at a settlement recorded in Memorandum of Understanding (‘MOU’) dated 28.12.2018 which has been placed on record with this petition.

4. He states that the Petitioner herein as per the said MOU has paid the



entire amount to Respondent no. 2 and has been enlarged on bail vide order dated 28.12.2018 passed by the DMM, North District, Rohini Courts [Trial Court] in subject FIR.

5. He states that the suit [CS (COMM) 15/2018] filed by the Petitioner against Respondent no. 2 has also been settled in terms of the MOU and stands disposed of vide order dated 04.12.2021 by District and Session Judge (North-West) Rohini Court, Delhi.

6. He states that as per the MOU, Respondent no. 2 has undertaken to join the prayer of the Petitioner for quashing of the subject FIR qua the Petitioner, in this petition.

7. He states that there is another accused Mr. Thomson Reddy in the subject FIR. He states that this MOU does not pertain to the allegations made by Respondent no. 2 qua Mr. Thomson Reddy and therefore he only seeks partial quashing of the subject FIR qua the Petitioner herein.

8. Ms. Raminder Kaur, Advocate appears on behalf of Respondent no. 2. She states that she has filed her Vakalatnama. She is directed to have the same brought on record.

9. Mr. Rahul Kapoor, Company Secretary/Authorized Representative of Respondent no. 2 has joined the proceedings through video conferencing. He confirms the submissions of the Petitioner and states that Respondent no. 2 has no objection to the request sought for partial quashing of the subject FIR.

10. Learned ASC states that the charge-sheet stands filed before the Trial Court on 18.04.2022 and the next date of hearing before the Trial Court for framing of charges is 11.02.2025.

11. This Court has heard the counsel for the parties and perused the



record.

12. The nature of dispute forming subject matter of the subject FIR is a commercial transaction between the parties, which dispute have 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 and Another** (2017) 9 SCC 641 wherein the Supreme Court has laid down broad principles for High Courts exercising jurisdiction under Section 482 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;

.....

.....

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...”

(‘Emphasis Supplied’)

13. Keeping in view the aforesaid principle and commercial nature of the dispute and the fact that the parties have amicably settled the dispute and considering the chances of conviction of the Petitioners being remote and



bleak, this Court is, therefore, of the view that there is no purpose continuing with proceedings of the present FIR qua the Petitioner, 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).

14. It is directed that parties shall abide by the terms of settlement.

15. In view of the above, the FIR No. 491/2018 dated 06.10.2018 registered at Police Station Prashant Vihar, Delhi and proceedings emanating therefrom qua the Petitioner i.e., Sh. Aruj Goyal are hereby quashed. The proceedings pertaining to other accused Thomson Reddy shall continue in accordance with law.

16. The I.O. is directed to communicate the copy of this order to the Trial Court and have the same placed on record.

17. The digitally signed copy of this order, duly uploaded on the official website of the Delhi High Court, 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
FEBRUARY 10, 2025/mt/ms

[Click here to check corrigendum, if any](#)