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

+ **CRL.M.C. 1800/2026, CRL.M.A. 7404/2026**

SIKANDER BEHL

.....Petitioner

Through: Mr. Viraj R. Datar, Sr. Adv with
Mr. Dinesh C Pandey, Mr.
Dushyant Dalmiya, Advs.

versus

THE STATE (NCT) OF DELHI & ANR.

.....Respondent

Through: Mr. Yudhvir Singh Chauhan, APP
Ms. Shaivika Agrawal, Advs
with Mr. Rachit Chawla
SI Ramavtar

+ **CRL.M.C. 1871/2026, CRL.M.A. 7689/2026**

SIKANDER BEHL & ORS.

.....Petitioner

Through: Mr. Viraj R. Datar, Sr. Adv with
Mr. Dinesh C Pandey, Mr.
Dushyant Dalmiya, Advs.

versus

THE STATE (NCT) OF DELHI & ANR.

.....Respondent

Through: Mr. Yudhvir Singh Chauhan, APP
Ms. Shaivika Agrawal, Advs
with Mr. Rachit Chawla.
SI Arun Kumar

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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07.04.2026

1. The present petitions have been filed under Section 528 of the



Bharatiya Nagarik Suraksha Sanhita, 2023 [“BNSS”] (corresponding to Section 482 of the Code of Criminal Procedure, 1973 [“CrPC”]) seeking quashing of two FIRs, being FIR No. 326/2022 dated 01.09.2022, registered under Sections 379/427/120B/34 of the Indian Penal Code, 1860 [“IPC”] and FIR No. 91/2023 dated 02.03.2023, registered under Sections 406/34 of IPC, both registered at Police Station Maidan Garhi, Delhi. FIR No. 326/2022 forms the subject matter CRL.M.C. 1800/2026, whereas FIR No. 91/2023 forms the subject matter of CRL.M.C. 1871/2026. The petitions are premised on a settlement arrived at between the parties.

2. Issue notice. Mr. Yudhvair Singh Chauhan, learned Additional Public Prosecutor, accepts notice on behalf of the State in both petitions. Ms. Shaivika Agrawal, learned counsel, accepts notice on behalf of respondent No. 2 in both petitions.

3. The petitions are taken up for hearing together with the consent of learned counsel for the parties. All parties are present and have been duly identified by the Investigating Officer as well as by their respective learned counsel. The parties have confirmed before this Court that they have amicably resolved their disputes and do not wish to pursue the criminal proceedings against each other.

4. Respondent No. 2 in both of the petitions is the owner of a farmhouse, being E-3, Ansal Villas, Satbari, New Delhi, [“subject property”]. The subject property had been leased to M/s Sdreen India Pvt. Ltd. [“the Company”] pursuant to a registered lease deed in June 2019 for a period of three years, which expired on 31.05.2022. The complaints were made against the Company, its directors, their family members, and



employees, alleging unlawful occupation of the property, theft, criminal breach of trust, damage to property, and threats to the safety and security of residents. The complainant has stated that, despite repeated requests, the Company and its representatives did not vacate the premises.

5. In FIR No. 362/2022, the allegations pertain to damage of CCTV cameras and removal of electrical accessories. FIR No. 91/2023 is in respect of removal of articles of furniture and fixtures from the premises.

6. Civil proceedings were also instituted between the parties, which concluded in a settlement before this Court, as recorded in the order dated 22.05.2025 in O.M.P. (COMM.) 174/2025 and O.M.P. (I) (COMM.) 158/2025. Insofar as the subject FIRs are concerned, relevant extracts of the said order read as follows:

“3. The petitioner in O.M.P.(COMM.) 174/2025, i.e. M/s Sdreen India Pvt. Ltd., has filed objections against the said arbitral award against the petitioner in O.M.P.(I)(COMM.) 158/2025, i.e. Smt. Meena Chawla.

4. During the pendency of the proceedings, the parties have arrived at a settlement.

5. It is agreed that M/s Sdreen India Pvt. Ltd. shall hand over vacant and peaceful possession of the property in dispute, i.e. E-3, Ansal Villas, 110074 (hereinafter referred to as Village Satbari, New Delhi “Subject Property”) on or before 10.06.2025 to Smt. Meena Chawla. Simultaneously, Smt. Meena Chawla shall hand over a sum of Rs.22,50,000/- being the security deposit by way of demand draft on the said date to Mr. Sikander Behl, Director of the M/s Sdreen India Pvt. Ltd.

6. The said amount of Rs.22,50,000/- shall be in full and final settlement of all claims of parties against each other.

7. On payment of Rs.22,50,000/- and on handing over the possession, there shall be no claims arising, either out of the arbitral award dated 20.03.2025 or any other transaction between the parties whatsoever. The amounts of Rs.52,61,250/- or Rs.7,50,000/-



per month as awarded in the award dated 20.03.2025 also shall stand waived.

8. Smt. Meena Chawla and/or her son, namely Mr. Rachit Chawla, shall cooperate and give requisite no-objection certificates/affidavit and statements in Court, as and when required in FIR No. 0326/2022 under Sections 379/427/120B/34 IPC, PS Maidan Garhi, New Delhi and FIR No. 0091/2023 under Sections 406/468/471/420/34 IPC, PS Maidan Garhi, New Delhi.”¹

7. In furtherance of the aforesaid terms recorded in order dated 22.05.2025, the parties jointly seek the quashing of the subject FIRs on the ground that their disputes have been amicably resolved. Affidavits dated 18.07.2025, filed by Mr. Rachit Chawla, constituted Attorney of respondent No.2, under a GPA dated 09.09.2022, have been placed on record, in each of the matters. The affidavits record the voluntary settlement between the parties and affirm consent to the quashing of the FIRs, and all proceedings consequential thereto.

8. In view of the foregoing, the parties seek quashing of the impugned FIR.

9. The Supreme Court has held that, in appropriate cases, High Courts may, under Section 528 of the BNSS (corresponding to Section 482 of the CrPC), quash criminal proceedings, including those relating to non-compoundable offences, where a compromise has been reached between the accused and the complainant, particularly in situations where no broader public interest is prejudiced.

10. The Supreme Court, in *Gian Singh v. State of Punjab & Anr.*² has held as follows:

“58. Where the High Court quashes a criminal proceeding having regard

¹ Emphasis supplied.

² (2012) 10 SCC 303.



to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.”³

Further, in *Narinder Singh & Ors. v. State of Punjab & Anr.*⁴, the Supreme Court has also laid down guidelines for High Courts while accepting settlement deeds between parties and quashing the proceedings. The relevant observations in the said decision read as under:

“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

³ Emphasis supplied.

⁴ (2014) 6 SCC 466.



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.

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.”⁵

⁵ Emphasis supplied.



11. Applying the aforesaid principles to the facts of the present case, I am of the view that the petitions merit the exercise of this Court's inherent jurisdiction for quashing the subject FIRs. The parties in the present matters are known to each other, being related through a landlord-tenant arrangement. The disputes thus arise from a private relationship and, on a *prima facie* assessment, do not disclose any element of heinous, serious, or organized criminality. The allegations primarily relate to alleged unlawful occupation, damage to property, and removal of certain articles, which are essentially private and civil in nature, arising from contractual and property related disagreements between the parties. The parties have since voluntarily settled their disputes through a compromise, as recorded in order dated 22.05.2025 passed in O.M.P. (COMM.) 174/2025 and O.M.P. (I) (COMM.) 158/2025, and have filed affidavits confirming their consent to the quashing of the FIRs and all consequential proceedings.

12. Having regard to the above, in light of the amicable settlement reached between the parties, the prospect of any conviction appears to be remote. The continuation of criminal proceedings under these circumstances would serve no public interest and would place an unnecessary burden on judicial resources. On the other hand, quashing of the subject FIRs would subserve the ends of justice by enabling the parties to put a quietus to their impending disputes.

13. The petitions are, therefore, allowed, and all proceedings emanating from FIR No. 326/2022 dated 01.09.2022, registered under Sections 379/427/120B/34 of IPC and FIR No. 91/2023 dated 02.03.2023, registered under Sections 406/34 of IPC, both registered at



Police Station Maidan Garhi, Delhi, alongwith consequential proceedings arising therefrom, are hereby quashed.

14. The parties shall remain bound by the terms of the settlement.

15. The petitions, alongwith the pending applications, accordingly stand disposed of

PRATEEK JALAN, J

APRIL 7, 2026

'pv'/SD/