



2026:DHC:1476



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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision: 18th February, 2026

+ CRL.M.C. 1943/2025

SHIVAM CHOPRA & ANR.

.....Petitioner

Through: Mr. Jatan Singh, Sr. Advocate with Mr.
Siddharth Singh, Ms. Sakshi Sachdeva,
Ms. Vanshika Adhana and Mr.
Kartikeya Basoya, Advocates.

versus

THE STATE NCT OF DELHI AND ANR

.....Respondent

Through: Ms. Priyanka Dalal, APP for the State
with SI R. N. Ashang.
Ms. Khushboo Kohli, Advocate for R-2
alongwith Mr. Aditya Singh, A.R.

CORAM:**HON'BLE MR. JUSTICE MANOJ JAIN****J U D G M E N T (oral)**

1. Both the petitioners herein seek quashing of FIR No.0435/2017 dated 17.08.2017, registered at P.S. Keshav Puram, for commission of offences under Sections 406/420 IPC, along with all consequential proceedings arising therefrom, on the basis of settlement with the complainant.
2. The abovesaid FIR was registered on 17.08.2017 based on the report lodged by competent official of *M/s. Amazon Seller Services Pvt. Ltd.*
3. According to allegations appearing in the FIR, online market place of *Amazon* permitted multiple choices of payment, including buying the product using payment mode of '*cash on delivery*'. Any such customer also had an option of returning the purchased product to *Amazon*, within a stipulated time period against refund of the amount payment.
4. According to the complainant, one Shivam was misusing the refund option and as per the *modus operandi* adopted by him, he used to purchase



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mobile phones from *Amazon* and then used to seek refund by citing fake reason like “*actual product not received/not found*” in the packet.

5. Though the packets supplied to him, in fact, contained the mobile devices he, in order to cheat *Amazon*, used to seek to refund by claiming that product had not been received by him and the parcel or the box was not containing anything. He made multiple purchases using the abovesaid *modus operandi* and while purchasing, he used to assume new identity and name. Thereby, there was huge loss of the complainant. His co-accused-Sachin was the one who used to supply SIM Cards.

6. Both the abovesaid accused were arrested.

7. Charge-sheet was also filed and both the accused have been charged on 18.12.2024 and the trial is going on.

8. The prime-most charge is of cheating, *albeit*, there is also allegation of committing forgery and using forged documents.

9. Fact, however, remains that there is compromise and settlement between the accused persons and complainant-company. *Memorandum of Understanding* has been drawn.

10. Learned Senior Counsel for the petitioners submits that earlier also, a similar petition had been filed, in the year 2022 but the same was withdrawn on 29.04.2024. He submits that by that time, the charges had not been ascertained and since now the charges have been ascertained, quashing is being sought, based on the abovesaid settlement.

11. Learned counsel for complainant and the Authorized Representative of the complainant-company are also present.

12. According to complainant-company, they have already received back the entire cheated amount and they are, now, left with no grievance in the matter and state that they would have no objection if the FIR in question is quashed.



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13. Undoubtedly, though the offence under Section 420 IPC is compoundable in nature, the other offences are non-compoundable.

14. This Court cannot be oblivious of the fact that the FIR in question is of the year 2017 and both the petitioners have already undergone agony of trial for last around more than 8 years. They both are present in person and seem fully remorseful for the incident in question. As far as accused-Shivam is concerned, he remained behind the bars for around 55 days and his co-accused also remained behind the bars for approximately 15 days. Admittedly, there is no other involvement of any nature whatsoever and the accused have no criminal antecedents and this is, reportedly, their first offence.

15. The settlement terms, as recorded in MoU, have been reiterated by the Authorized Representative of the complainant-company. It is mentioned therein that parties have settled amicably all their disputes and MoU has been executed of their own free will and without any threat, coercion or pressure whatsoever from any corner.

16. Learned APP for the State submits that though the prime offence of cheating i.e. offence under Section 420 IPC is compoundable in nature, the *modus operandi* adopted by the accused was innovative one and they, while forging documents and assuming fake identities, kept on cheating the complainant-company time and again.

17. As already noticed above, the case of the year 2017 and since both the petitioners have remained behind the bars and seem apologetic also, no real purpose would be achieved by keeping the case pending, particularly, when the complainant-company has given its no objection to the quashing of the FIR.

18. Moreover, continuing with the trial would serve no meaningful purpose, would result in unnecessary judicial burden and, also frustrate the objective of settlement between the parties.



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19. It is no longer *res integra* that High Court can quash non-compoundable offences after considering the nature of the offences and the amicable settlement between the concerned parties. Reference be made to *B.S. Joshi v. State of Haryana*: 2003 SCC OnLine SC 396.
20. In *Gian Singh v. State of Punjab*: 2012 SCC OnLine SC 769 also, Hon'ble Supreme Court has observed as under:-

“61. The position that emerges from the above discussion can be summarised thus : the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz. : (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire



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dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

21. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose.
22. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the instant FIR.
23. Consequently, to secure the ends of justice, FIR No.0435/2017 dated 17.08.2017, registered at P.S. Keshav Puram, for commission of offences under Sections 406/420 IPC, along with all consequential proceedings emanating therefrom, is hereby, quashed subject to petitioners depositing total cost of Rs.2,00,000/- (Rs.1,00,000/- each petitioner) with *Delhi High Court Legal Services Committee* within four weeks from today. Proof, to said effect, be deposited with Registry within one week thereafter.
24. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

FEBRUARY 18, 2026/ss/js