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

+ CRL.M.C. 4289/2026

SHRI JASVINDER SINGH

.....Petitioner

Through: Mr. Harshvardhan Singh,
Advocate.

versus

STATE GNCT OF DELHI & ORS.

.....Respondents

Through: Ms. Manjeet Arya, APP for State
with SI Sachin Kumar PS Kalkaji
Appearance not given for R-2.
R-2 and R-3 in person.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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26.05.2026

1. The present petition has been preferred by the petitioner 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 FIR No. 462/2024 dated 24.09.2024, registered at Police Station Kalkaji under Sections 318(4) and 3(5) of the Bharatiya Nyaya Sanhita, 2023 ["BNS"], alongwith all consequential proceedings arising therefrom, on the ground that the parties have amicably resolved and settled their disputes.

2. Issue notice. Manjeet Arya, learned Additional Public Prosecutor, accepts notice on behalf of the State, while learned counsel appearing for respondent No.2/complainant accepts notice on his behalf. It is further noted that one of the accused persons has been impleaded as respondent



No.3 in the present petition. Respondent No.3 is present in person before the Court and submits that he does not wish to avail legal assistance through counsel.

3. The petitioner is present in person and has been duly identified by his learned counsel as well as by the Investigating Officer. Respondent No.2 is present through video conferencing and has been identified by learned counsel appearing on his behalf and by the Investigating Officer. Respondent No.3 is also present in person and has been duly identified by the Investigating Officer.

4. With the consent of learned counsel for the parties, the petition is taken up for hearing.

5. The present dispute broadly arises out of a commercial transaction initiated through the IndiaMART platform concerning the procurement and supply of QUANTA UPS batteries. Respondent No.2/complainant, stated to be the proprietor of Rapid Infotech Company, alleges that he was contacted by certain persons claiming to be associated with the purchase department of Max Healthcare Institute Limited in connection with procurement of UPS batteries. It is alleged that, pursuant thereto, negotiations were conducted for the supply of batteries, followed by exchange of quotations, issuance of purchase orders and coordination of delivery arrangements through entities operating in the Nehru Place area of Delhi. The transaction further involved movement and delivery of battery consignments and payments through cheques. Subsequently, disputes arose regarding the genuineness and handling of the financial transactions, including allegations relating to discrepancies in cheque serial numbers, duplicate usage of cheques, disputed financial



authorisations and use of bank account details allegedly not pertaining to Max Healthcare Institute Limited. It is further alleged that, upon subsequent inquiry into the transaction and the associated financial dealings, the petitioner and respondent No.3 were found to be involved in the alleged fraudulent transaction, leading to registration of the present FIR

6. During the pendency of the present proceedings, the disputes between the parties have been amicably resolved. Although no formal Memorandum of Understanding has been executed in this regard, it is submitted that the parties have arrived at a full and final settlement of their disputes and that no monetary loss has ultimately been suffered by respondent No.2/complainant. In support thereof, respondent No.2 has placed on record an affidavit dated 25.04.2026 stating that the disputes giving rise to the present FIR stand settled and that he has no objection to the quashing of the FIR and all consequential proceedings arising therefrom. Respondent No.2 has further affirmed that the said settlement and the affidavit has been executed voluntarily, out of his own free will, and without any pressure, coercion or undue influence from any person whatsoever.

7. Learned counsel for the parties confirm that the settlement has been entered into voluntarily and without any coercion or undue pressure.

8. In light of the aforesaid, parties seek quashing of the impugned FIR.

9. The Supreme Court has consistently held that, in appropriate cases, the High Courts, while exercising their inherent jurisdiction under Section 528 of BNSS (corresponding to Section 482 of CrPC), are empowered to



quash criminal proceedings even in relation to non-compoundable offences on the basis of a settlement arrived at between the accused and the complainant, particularly in cases where the dispute is predominantly private in nature and no overriding public interest or societal concern is adversely affected by such quashing.

10. Reference in this connection can be made to the judgment in *Gian Singh v. State of Punjab and Anr.*¹, which held as follows:

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

¹ (2012) 10 SCC 303.



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.”²

Further, in *Narinder Singh and Ors. v. State of Punjab and Anr.*³, 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 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

² Emphasis supplied.

³ (2014) 6 SCC 466.



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.”⁴

11. The present case arises out of a commercial and business transaction relating to the procurement and supply of UPS batteries through an online marketplace platform. Although the allegations attract the provisions of Section 318(4) of the BNS [corresponding to Section 420 of the Indian Penal Code, 1860], the dispute is, in substance, predominantly commercial and private in nature, arising from disagreements concerning financial transactions and execution of the underlying business arrangement. The matter does not involve any element of heinous criminality, moral depravity or overriding public interest so as to warrant continuation of criminal proceedings despite settlement between the parties. In view of the amicable resolution arrived at between the parties, coupled with the categorical stand of respondent No.2/complainant that he has no objection to the quashing of the FIR, the possibility of the proceedings culminating in conviction appears remote and bleak. In such circumstances, continuation of the criminal proceedings would serve no meaningful purpose and would merely result in unnecessary prolongation of litigation, leading to avoidable consumption of judicial time and public resources.

12. In view of the aforesaid, the present petition is allowed. Consequently, FIR No. 462/2024 dated 24.09.2024, registered at Police

⁴ Emphasis supplied.



Station Kalkaji under Sections 318(4) and 3(5) of BNS, alongwith all consequential proceedings emanating therefrom, stands quashed.

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

14. The petition, alongwith pending application, accordingly, stands disposed of.

PRATEEK JALAN, J

MAY 26, 2026

'pv'/SD/