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

+ CRL.M.C. 3689/2025, CRL.M.A. 16222/2025, CRL.M.A. 16223/2025, CRL.M.A. 16224/2025, CRL.M.A. 6827/2026, CRL.M.A. 6828/2026

MADHUR JAIN

.....Petitioner

Through: Mr. Deepak Verma, Mr. Abheesht Sharma, and Ms. Abhinandini Sharma, Advocates alongwith Petitioner in person.

versus

STATE OF NCT OF DELHI & ORS.

.....Respondent

Through: Mr. Tarang Srivastava, APP for State with SI Sanjay Kumar and SI Sushil Kumar.
Respondent No. 2 in person.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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29.04.2026

1. By way of the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ["BNSS"] (corresponding to Section 482 of the Code of Criminal Procedure, 1973 ["CrPC"]), the petitioner seeks quashing of FIR No. 45/2023 dated 31.05.2023, registered at Police Station Economic Offences Wing, Delhi, under Sections 420/467/468/471/120B of the Indian Penal Code, 1860 ["IPC"], on the ground of settlement between the parties.

2. Issue notice. Mr. Tarang Srivastava, learned Additional Public



Prosecutor, accepts notice on behalf of the State. Respondent No. 2 – complainant, appears in person, and accepts notice. He declines the assistance of counsel.

3. The petitioner is present in Court, and has been duly identified by his learned counsel as well as by the Investigating Officer. Respondent No. 2 is present in person, and has been identified by the Investigating Officer.

4. By order dated 10.07.2025, it was noted as follows:

“2. The impugned FIR relates to an alleged Agreement to Sell concerning a property registered in the name of the Petitioner’s grandmother, Smt. Usha Rani Jain. The said agreement was executed by the Petitioner, Madhur Jain, purportedly as the Power of Attorney holder of his grandmother. Respondent No. 3, Sh. Sarabjit Singh, who is a co-accused in the FIR and an alleged beneficiary of certain advance payments made by Respondent No. 2 under the said agreement, is not a party to the MoU relied upon for quashing.

3. Under the terms of the MoU, the Petitioner has undertaken to pay a total sum of INR 3 Crores to Respondent No. 2. Out of this, an amount of INR 2,15,00,000/- has already been paid, leaving a balance of INR 85 Lakhs. The Petitioner expresses his readiness to pay the remaining amount, and Respondent No. 2 has indicated his willingness to accept it.

4. It is pertinent to note that Respondent No. 2 has also instituted a suit for specific performance of the same Agreement to Sell, which is currently pending adjudication before this Court. However, upon a pointed query from this Court as to whether, upon receipt of the settlement amount, he was willing to withdraw the said suit, Respondent No. 2 categorically states that he does not intend to withdraw the civil suit and, instead, wishes to continue prosecuting it.

5. In view of the above, it becomes evident that the underlying civil dispute concerning the same Agreement to Sell continues to subsist. The impugned FIR and the suit for specific performance are intrinsically linked, and the Respondent’s insistence on pursuing the suit belies the finality or bona fides of the purported settlement. In these circumstances, this Court is unable to conclude that the compromise reflects a genuine resolution of the entire dispute or that it serves the ends of justice so as to justify quashing of the FIR at this stage.

6. At this juncture, Respondent No. 2 requests time to seek legal advice



on the issue and seeks an adjournment.”

5. Respondent No. 2, who is present in Court, states that the aforesaid civil suit filed by him [CS (OS) 58/2023: *Satyan Kapoor v. Usha Rani Jain & Ors.*] has already been withdrawn *vide* order dated 29.01.2026, in terms of a mediated Settlement Agreement dated 16.01.2026, under the aegis of *Samadhan*, Delhi High Court Mediation and Conciliation Centre, New Delhi. He also confirms that the balance amount of Rs. 85,00,000/-, in terms of the Memorandum of Understanding/Settlement Deed dated 07.04.2025, has been received by him.

6. The parties confirm that the settlement has been entered into voluntarily and without any coercion or undue pressure.

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

8. The petitioner and respondent No. 3 are both arrayed as accused in the criminal proceedings. Mr. Srivastava, however, states that there is a third accused who has been chargesheeted by way of a supplementary chargesheet, namely, Sunny, who is not a party to present petition. He submits that, in the absence of the co-accused, the relief sought amounts to partial-quashing of the FIR.

9. At the request of Mr. Deepak Verma, learned counsel for the petitioner, Sunny is impleaded as respondent No. 4. The amended memo of parties be filed during the course of the day.

10. Respondent No. 2 states that he is agreeable to quashing of the impugned FIR in its entirety, including against the two accused persons who are not parties to the settlement. His statement in this regard has been recorded separately in Court.



11. Notwithstanding the allegation of forgery, Mr. Srivastava submits that no public documents have been forged, and that the allegedly forged documents have not been presented before any public office.

12. Although the offences under Sections 467, 468, and 471 of the IPC are non-compoundable, the Supreme Court has clearly held that, in certain circumstances, the High Courts, in exercise of their powers under Section 482 of the CrPC [corresponding to Section 528 of the BNSS], can quash criminal proceedings, even with respect to non-compoundable offences, on the ground that there is a compromise between the accused and the complainant, especially when no overarching public interest is adversely affected.

13. The Supreme Court, in *Gian Singh v. State of Punjab and Anr.* [(2012) 10 SCC 303], has 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 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.”

[Emphasis supplied.]

Further, in *Narinder Singh and Ors. v. State of Punjab and Anr.* [(2014) 6 SCC 466], 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 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.”

[Emphasis supplied.]

14. The present case arises out of a property dispute that has since been settled between the parties for a monetary consideration. Although there is an allegation of forgery, it is not related to a public document, or to any document presented to a public officer. The dispute, therefore, does not involve any element of public interest or heinous criminality. This, in my view, is a fit case in which the inherent powers of this Court may be exercised to quash the FIR in question. As respondent No. 2 has affirmed the voluntary nature of the settlement, it is also unlikely that further proceedings would result in any conviction. Continuation of criminal proceedings pursuant to the impugned FIR would, therefore, be an unnecessary diversion of judicial resources.

15. Having regard to the above discussion, the petition is allowed, and FIR No. 45/2023 dated 31.05.2023, registered at Police Station Economic Offences Wing, Delhi, under Sections 420/467/468/471/120B of the IPC, alongwith all consequential proceedings arising therefrom, is hereby quashed.

16. The parties will remain bound by the terms of the settlement.



17. The petition, alongwith pending applications, stand disposed of.

APRIL 29, 2026
'sv/KA'/

PRATEEK JALAN, J