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

+ CRL.M.C. 8459/2025

KULVINDER SINGH & ORS.

.....Petitioner

Through: Mr. Vishwas Bhushan Arya,
Advocate.

versus

STATE NCT OF DELHI & ANR.

.....Respondent

Through: Ms. Manjeet Arya, APP with Mr.
Abhimanyu Arya, Adv.
SI Deepak Kumar, PS Lajpat
Nagar.
Mr. B.S. Dhir, Ms. Shuchi Sood &
Ms. Riya Chandyok, Advocates for
R-2. [M:-7827878187]

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

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06.05.2026

1. The present petition has been filed by the petitioners 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. 697/2002 dated 26.10.2002, registered at Police Station Lajpat Nagar, Delhi under Sections 420/406/468/471/506/120B of the Indian Penal Code, 1860 ["IPC"], along with all consequential proceedings arising therefrom, on the ground that the disputes between the parties have been amicably resolved by way of a settlement.

2. Issue notice. Ms. Manjeet Arya, learned Additional Public



Prosecutor, accepts notice on behalf of the State, while Mr. B.S. Dhira, learned counsel, accepts notice on behalf of respondent Nos. 2(i) to (iv).

3. The petitioners are present in person and have been duly identified by their learned counsel as well as by the Investigating Officer. It is noted that the original complainant expired on 05.01.2025, whereupon his legal representatives have been impleaded as respondent Nos. 2(i) to (iv) in the present proceedings. The said respondents are also present in Court and have been duly identified by their learned counsel as well as by the Investigating Officer.

4. The petition is taken up for disposal with the consent of learned counsel for parties.

5. The impugned FIR came to be registered at the instance of the complainant, a UK-based co-owner of property bearing No. F-90, East of Kailash, New Delhi, admeasuring approximately 352.25 square yards [“the subject property”]. The complainant, petitioner No. 1, and one Gurvinder Singh were brothers. The subject property was originally purchased on 06.06.1974 from one Laxmi Narain by way of an Agreement to Sell executed jointly in favour of the complainant and Gurvinder Singh.

6. It is the case of the complainant that petitioner No. 1, acting in criminal conspiracy with the other accused persons, dishonestly procured the conversion of the subject property from leasehold to freehold and thereafter got a Conveyance Deed dated 09.06.1994 executed and registered exclusively in the names of petitioner No. 1 and the said Gurvinder Singh, thereby unlawfully excluding the complainant’s alleged 1/3rd ownership share in the subject property. According to the



complainant, the aforesaid acts were carried out on the basis of a forged Agreement to Sell. The complainant further alleges that he became aware of the aforesaid acts only around the year 2002, upon his return from London following the demise of Gurvinder Singh.

7. Petitioner Nos. 2 and 3 herein are the legal representatives of the deceased Gurvinder Singh, whereas petitioner Nos. 4 and 5 are the other accused persons arrayed in the present FIR.

8. Pursuant to the aforesaid disputes, several civil proceedings came to be instituted *inter se* between the parties, including, *inter alia*, a suit instituted by the complainant seeking cancellation of the aforesaid Conveyance Deed.

9. Upon completion of investigation, a chargesheet was filed on 09.04.2005.

10. Pursuant to order dated 08.10.2025 passed in RFA No. 672/2023, the parties were referred to *Samadhan*, Delhi High Court Mediation and Conciliation Centre. Thereafter, the parties have amicably resolved all their disputes and entered into a Settlement Agreement dated 24.11.2025. The said Settlement Agreement records, *inter alia*, that the petitioners herein agreed to pay a total settled amount of Rs. 2,30,00,000/- to respondent No. 2 in full and final settlement of all claims, rights, title and interests asserted by respondent No. 2 in respect of property bearing No. F-90, East of Kailash, New Delhi, including the claims arising out of the judgment and decree dated 02.12.2019 passed in CS No. 18426/2016.

11. The Settlement Agreement further records that, upon receipt of the entire settled amount, respondent No. 2(i) to (iv) shall relinquish and forego all rights, claims, title and interests in the subject property,



including the alleged claim of 1/3rd share therein. It has further been agreed that respondent Nos. 2(i) to (iv) shall not, thereafter, challenge or dispute any title documents pertaining to the subject property, including the Agreement to Sell, Conveyance Deed, or any other document executed in favour of the petitioners or their predecessors-in-interest.

12. Out of the aforesaid settled amount, a sum of Rs. 1,40,00,000/- has already been paid to respondent Nos. 2 (i) to (iv). The balance amount of Rs. 90,00,000/- has been handed over to respondent Nos. 2 (i) to (iv) in Court today, in full and final satisfaction of the settlement arrived at between the parties.

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

14. Respondent Nos. 2 (i) to (iv) affirm before this Court that they have received the entire settled amount in terms of the Settlement Agreement. Learned counsel appearing on behalf of the parties also confirm that the settlement has been arrived at voluntarily, out of the free will of the parties, and without any coercion, pressure or undue influence.

15. The Supreme Court has consistently held that the High Courts, in exercise of their inherent powers under Section 482 of the CrPC [corresponding to Section 528 of the BNSS], are empowered to quash criminal proceedings involving even non-compoundable offences where the parties have amicably resolved their disputes, particularly in cases where the offences are predominantly private in nature and no overriding public interest would be adversely affected by such quashing. In this regard, reference may be made to the decision of the Supreme Court 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 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.

¹ (2012) 10 SCC 303.

² Emphasis supplied.

³ (2014) 6 SCC 466.



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.”⁴

16. The present case arises out of a property dispute between parties

⁴ Emphasis supplied.



who are closely related and members of the same family. The impugned FIR, registered in the year 2002, pertains to events which are stated to have occurred nearly three decades ago, and considerable time has since elapsed. The dispute between the parties has now been amicably resolved upon payment of an agreed monetary consideration, which has been duly received by respondent Nos. 2 (i) to (iv).

17. Although the FIR alleges commission of offences under Sections 420/406/468/471/506/120B of IPC, the dispute, in its essential character, is predominantly civil in nature and does not disclose any overriding element of public interest or grave criminality. In these circumstances, and in view of the settlement arrived at between the parties, I am of the view that it would be appropriate to exercise its inherent jurisdiction of this Court under Section 528 of the BNSS.

18. Respondent Nos. 2 (i) to (iv) have unequivocally affirmed before this Court that they have received the entire settlement amount and that the compromise has been arrived at voluntarily, without any coercion, pressure or undue influence. In view of the aforesaid, there does not appear to be any reasonable possibility of conviction in the present case. Consequently, continuation of the criminal proceedings arising out of the impugned FIR would serve no useful purpose, would result in an avoidable burden on judicial time and resources, and would not subserve the ends of justice.

19. Having regard to the above discussion, the petition is allowed, and FIR No. 697/2002 dated 26.10.2002, registered at Police Station Lajpat Nagar, Delhi under Sections 420/406/468/471/506/120B of the IPC, alongwith all consequential proceedings arising therefrom, is hereby



quashed.

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

21. The petition alongwith the pending applications, accordingly, stands disposed of.

MAY 6, 2026
'pv'/SD/

PRATEEK JALAN, J