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

\# **CNR No. DLHC010974312024**

\+ CRL.M.C. 10167/2024

SANGAT SINGH AND ORS. .....Petitioners

Through: Petitioners in person with Mr. Himanshu and Mr. Amit Singh, Advocates.

versus

STATE NCT OF DELHI AND ANR. .....Respondents

Through: Mr. Satish Kumar, APP for the State with Inspector Satbir Singh PS Jaitpur.
Respondent no.2 Surender Singh in person.

CORAM:
HON'BLE MR. JUSTICE VIMAL KUMAR YADAV

O R D E R

% 17.11.2026

Matters listed on 16.11.2026 are being taken up today as 16.11.2026 was declared holiday on account of Chhath Puja *vide* notification no.110/G-4/Genl.-I/DHC dated 11.11.2026.

1. Hybrid Mode.

2. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed by the three Petitioners seeking quashing of FIR No. 0027/2024 dated 18.01.2024 registered at P.S. Kalindi Kunj under Sections 420/468/471/34 of the Indian Penal Code, 1860 ("IPC") and all consequential proceedings emanating therefrom, on the basis of a settlement arrived at between the parties. As recorded in the order dated

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07.08.2024 passed by this Court in BAIL APPLN. 816/2024 and BAIL APPLN. 1047/2024, Sections 467/506 IPC were subsequently invoked in the said FIR.

3. Petitioner No. 1, Sangat Singh, and Mangat Singh, the father of Respondent No. 2, are real brothers who carried on a joint business of sale and purchase of land. Respondent No. 2 is thus the real nephew of Petitioner No. 1. Differences arose between the two brothers over their properties around the year 2020, leading to several criminal complaints and civil proceedings between them. These differences were placed before Mr. A.K. Singh, Advocate, as sole arbitrator, who passed a Consented Arbitration Award dated 25.03.2023 dividing the properties acquired from the joint funds of the two brothers. The Award records, among other things, that a plot of 450 sq. yards forming part of Khasra No. 694, Jaitpur Extension, Part-II, though standing in the name of Petitioner No. 1, was purchased from joint funds and is held by the two brothers in equal shares. Respondent No. 2 signed the Award as a witness.

4. The case of the prosecution, as set out in the FIR, is that Respondent No. 2 had acquired Plot No. D-6, measuring 450 sq. yards, in Khasra No. 694, Main Road, Jaitpur Extension, Part-II, Badarpur in the year 2002, when Petitioner No. 1 handed over the GPA and the original documents of the plot to him. He raised a shop on the plot in 2021 and got an electricity meter installed on 23.09.2021. When the electricity bills stopped coming, he learnt from BSES that the connection had been transferred to the name of Petitioner No. 1 on the basis of a GPA dated 11.01.2022, purportedly executed by Respondent No. 2 in favour of Petitioner No. 1, in which Petitioner No. 2, Jagdish Singh, and Petitioner No. 3, Sumit Awana, figure

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as attesting witnesses. Respondent No. 2 alleged that the GPA was forged and that the notary whose seal it bore had disowned it. On his complaint the subject FIR came to be registered.

5. Petitioner Nos. 1 and 2 were granted anticipatory bail by this Court vide order dated 07.08.2024, wherein it was noticed that possession of the property continued to remain with Respondent No. 2. It is stated in the petition that Petitioner No. 3 was granted anticipatory bail by the learned Sessions Court. In the meantime, on a complaint of Petitioner No. 1 against Respondent No. 2 and his father, FIR No. 0113/2024 dated 24.02.2024 under Sections 323/341/34 IPC was registered at P.S. Jaitpur.

6. Thereafter, Petitioner No. 1 as the First Party and Mangat Singh and Respondent No. 2 as the Second Parties executed a Mutual Settlement dated 06.11.2024, attested by a Notary on 12.11.2024, which is on record as Annexure P-6. The settlement, which involves no monetary consideration, records the following terms:

> (i) The parties have resolved all disputes relating to the family properties and shall withdraw all civil and criminal cases pending against each other.
>
> (ii) Petitioner No. 1 shall withdraw Complaint Case Nos. 3278/2023, 1850/2023 and 1817/2023 pending before the learned Judicial Magistrates First Class, South-East, Saket and Civil Suit No. CS DJ 3089/2024 pending before the learned District Judge-05, South-East.
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> (iii) FIR No. 0027/2024 at P.S. Kalindi Kunj and FIR No. 0113/2024 at P.S. Jaitpur shall be got quashed by both parties before the appropriate forum.

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(iv) Neither party shall institute any case or suit or lodge any FIR against the other in future and any dispute shall be resolved by mutual consent.

(v) In case of breach of the terms and conditions, the aggrieved parties can approached the appropriate forum to quash the same or dismissed with heavy cost for such breach.

(vi) The terms shall bind the legal heirs of the parties and a party aggrieved by any breach shall be at liberty to approach the appropriate court.

7. Respondent No. 2 has also filed his affidavit affirming the settlement and the withdrawal of the cases in terms thereof.

8. Respondent No. 2, present in person and identified by the IO, affirms the settlement and states that it was arrived at voluntarily and without any force, pressure or coercion. He states that he does not wish to pursue the subject FIR against any of the Petitioners and has no objection to its quashing. It is further stated that FIR No. 0113/2024 has since been compounded vide order dated 08.01.2026 passed by the learned Metropolitan Magistrate. Learned APP for the State, on instructions from the IO, does not dispute the settlement but submits that the offences of forgery invoked in the FIR are non-compoundable.

9. It is well settled that the inherent power of the High Court under Section 482 of the Code of Criminal Procedure, 1973, now Section 528 BNSS, to quash criminal proceedings is distinct from the power of compounding under Section 320 Cr.P.C. and may be invoked even where the offences are non-compoundable, if the parties have genuinely settled their dispute. The power is nonetheless to be used sparingly and with circumspection, with due regard to the nature and gravity of the offence, and

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only to secure the ends of justice or to prevent abuse of the process of the Court. In ***Narinder Singh & Ors. v. State of Punjab & Anr.*** (2014) 6 SCC 466, the Supreme Court reaffirmed these principles and held that, in an appropriate case, the Court may quash the proceedings where, in view of the settlement, the possibility of conviction is remote and bleak and continuation of the criminal proceedings would serve no useful purpose.

10. Tested on these principles, the present case is one of a family property dispute between an uncle and his nephew. The plot in question is part of the property which, as per the Arbitration Award, was acquired from the joint funds of Petitioner No. 1 and the father of Respondent No. 2. The alleged GPA was used to have the electricity connection of that plot transferred, while possession of the plot admittedly remained with Respondent No. 2. No loss to any third party or to the State is alleged. The allegations against Petitioner Nos. 2 and 3 are confined to their having attested the GPA. The Court is conscious that the FIR alleges forgeryincluding of a notarial seal but the dispute in its origin and substance is private and has been comprehensively settled, covering every civil and criminal proceeding between the two branches of the family including the cross-FIR. Respondent No. 2, the complainant and the principal witness, no longer wishes to support the prosecution and the prospect of conviction is remote. Continuing the proceedings would only revive a family discord the parties have chosen to bury and would serve no useful purpose.

11. Accordingly, in exercise of the powers under Section 528 BNSS and to secure the ends of justice, the petition is allowed and FIR No. 0027/2024 dated 18.01.2024 registered at P.S. Kalindi Kunj under Sections 420/468/471/34 IPC, including Sections 467/506 IPC subsequently invoked,

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along with all consequential proceedings emanating therefrom, is hereby quashed.

12. The parties shall remain bound by the terms of the Mutual Settlement dated 06.11.2024.

13. The petition stands disposed of in the aforesaid terms. Pending application(s), if any, also stand disposed of.

VIMAL KUMAR YADAV, J

NOVEMBER 17, 2026/*vs*

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