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

% **Date of Decision: 12th March, 2026**

+ **CRL.M.C. 184/2026 & CRL.M.A. 703/2026**

SANJAY SETHI AND ANRSPetitioners

Through: Mr. Durgesh Pal with Mr. Anish Pandey, Advocates with petitioners in person.

versus

THE STATE GNCT AND ANRSRespondents

Through: Mr. Hitesh Vali, APP for the State with Insp. Naveen and SI Prabhash, DIU

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. The present petition seeks quashing of FIR No.125/2021 dated 24.03.2021, registered at Police Station Lahori Gate, for commission of offences under Section 63 of *Copyright Act, 1957*, along with all consequential proceedings emanating therefrom, on the basis of compromise arrived at between the parties.
2. The abovesaid case was registered on the basis of a complaint of Authorized Representative of *M/s Rajdhani Flour Mills Limited*, who had alleged that certain unknown persons/entities had engaged in illegal, unauthorized and unlawful manufacturing and selling of counterfeit products of *M/s Rajdhani Flour Mills Ltd.* using its name, label and brand. On the basis of such complaint, police officials of Lahori Gate conducted raid and the petitioners herein were apprehended, from two different premises, with 53 kgs of *besan*, which was alleged to be counterfeit.
3. Learned counsel for respondent No.2 appears through *video conferencing* and submits that the matter has been amicably settled and the



complainant is no longer interested in pursuing with the abovesaid criminal case and would have no objection if the FIR is quashed.

4. The petitioners are present with their respective counsel.

5. The Authorized Representative of respondent No.2 i.e. Sh. Kuldeepak Lamba is present in person and submits that, as per the specific approval from the Company, even the Company is not interested in pursuing with the matter. The *Memorandum of Understanding*(MoU) dated 15.09.2025 has been placed on record whereby both the parties have agreed to resolve and settle their disputes amicably and, resultantly, the complainant has agreed to give 'no objection' and to cooperate with the petitioners herein for getting the FIR in question quashed. It is also mentioned therein that both the parties have compromised out of their own free will, without any pressure or coercion. Respondent No.2-Sh. Kuldeepak Lamba identifies his signatures on such MoU and reiterates the terms of undertaking.

6. Learned counsel for the petitioners submits that as per the instructions, the petitioners have no previous involvement of any nature whatsoever.

7. Though, the petitioners are ready to tender their apology, fact remains that they were authorized vendors of the complainant-Company and the *besan* in question had been purchased by them under valid documents and it was only perhaps because of discolouring of the outer bags that the confusion had cropped up.

8. The authorized representative Mr. Kuldeepak Lamba also submitted that when the packets were seized, there was some discolouring and, therefore, it was not very clear whether the packets were genuine or not. He submits that the contents of such packets were never got tested anywhere.

9. When asked, it was apprised that charge-sheet has already been filed



and charges have also been ascertained and the trial is underway.

10. The case is already around five years old and, keeping in mind the abovesaid settlement, no useful purpose would be served by permitting continuance of the abovesaid proceedings, particularly, when the matter has been amicably settled between the parties and the complainant does not want any action against either of the petitioners.

11. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the FIR instant.

12. Consequently, to secure the ends of justice, FIR No.125/2021 dated 24.03.2021, registered at Police Station Lahori Gate, for commission of offences under Section 63 of *Copyright Act, 1957* along with all consequential proceedings emanating therefrom, is hereby, quashed subject to petitioners depositing cost of Rs.10,000/- each with concerned *Delhi Legal Services Authority* (DLSA) within four weeks.

13. Proof of deposit of such cost as well as Original Settlement Deed/Memorandum of Understanding dated 15.09.2025 and the original affidavits of petitioners and respondent No.2, copies of which have been filed with the present petition, shall be submitted before the learned Trial Court on or before the next date of hearing so that these become part of Trial Court Record.

14. The petition stands disposed of in aforesaid terms.

15. Pending application also stands disposed of in aforesaid terms

(MANOJ JAIN)
JUDGE

MARCH 12, 2026/st/pb