



2026:DHC:8508



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

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Date of Decision: 29.09.2026# **CNR No. DLHC010469072026**+ **CRL.M.C. 7311/2026 and Crl.M.A. 30579/2026**

RAMAN GOYAL & ORS.

.....Petitioners

Through: Mr. Dhan Mohan, Ms. Tanisha Bhatia, Ms. Raveena Sharma, Ms. Ananya Mishra, Mr. Amit Kr. Singh and Ms. Shivani, Advs.

versus

THE STATE GOVT. OF NCT OF DELHI & ANRRespondents

Through: SI Neha Chaudhary, PS Preet Vihar.

CORAM:**HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. The present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") seeks quashing of FIR No. 292/2025, dated 08.08.2025, registered at PS Preet Vihar, Delhi (East), under Section 316(4) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter "BNS"), based on a Compromise Deed dated 06.09.2026 between the petitioners and respondent no. 2 (complainant). The Compromise Deed has been annexed as Annexure-C to the present application.

2. The complainant in FIR No. 292/2025 alleges that petitioner no. 1, while employed as an accountant, diverted funds *via* accounting entries and related transfers. The remaining petitioners, *i.e.*, petitioner nos. 2 to 4, are accused of receiving or handling these funds.



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3. It is submitted that the relevant amount, alleged to have been diverted, has been restored in terms of the Compromise Deed.
4. The Compromise Deed reads as under:

COMPROMISE DEED

This Deed of Compromise has been signed and executed at DELHI on this the 16TH day of Sept., 2026

BETWEEN

Balraj Bansal S/o Late Ramesh Chander at 7A/1 EAST ARJUN NAGAR DELHI-32 director of 3R RECYCLER PRIVATE LIMITED and partner of M/S 3R RECYCLER (PARTNERSHIP) and Authorized Representative of M/s WEEE CARE AT OFFICE NO-502 DDA BUILDING PREET VIHAR, DELHI

AND

1. RAMAN GOYAL, AGED ABOUT 36 YEARS S/O SHRI ASHOK KUMAR GOYAL, R/O H.No.52/74C, GALI No.22, NAI BASTI, ANAND PRABAT, KAROL BAGH, NEW DELHI-110005,
2. PRIYA GOYAL, AGED ABOUT 35 YEARS W/O SHRI RAMAN GOYAL R/O H.No.52/74C, GALI No.22, NAI BASTI, ANAND PRABAT, KAROL BAGH, NEW DELHI-110005.
3. MANJU GOYAL AGED ABOUT 58 YEARS W/O SHRI ASHOK KUMAR GOYAL, R/O H.No.52/74C, GALI No.22, NAI BASTI, ANAND PRABAT, KAROL BAGH, NEW DELHI
4. MANMEET SINGH, AGED ABOUT 35 YEARS S/O SHRI BALVINDER SINGH, B-18, U/G/F, KH. No.28/18/2/19 GALI NO.4, HIMGIRI ENCLAVE, NILOTHI EXTN., CHANDER VIHAR, NILOTHI, NEW DELHI



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(Hereinafter called the Second parties inclusive of all their legal heirs, successors and assignees)

WHEREAS the First parties and Second Party namenly Raman Goyal was known to each other and the Second party Raman Goyal was working with the First Party as an accountant.

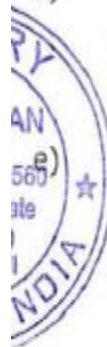
AND WHEREAS the First parties have lodged FIR No.292 of 2025 dated 08.08.2025 under sections 316 (4) of BNS at police Station Preet Vihar, Delhi against the Second Parties.

AND WHEREAS second has filed his bail application and during the argument in the bail, the First Party and Second Party have settled their dispute and the Second Party has paid Rs.1,96,000/- to the First Party and remaining amount of Rs.92,00,000/- freezed by the investigating officer would be transferred to the First Party and the second party has been granted interim bail in the said matter and on 03.09.2025, Rs. 92,00,000/- was got released by the I.O in favour of First Party and now both the parties have arrived at an amicable settlement on the following terms and conditions:-

- a) That both the parties have no dispute against each other and they have undertaken that they will not file complaint or case against each other after execution of the present deed.
- b) That both the parties have undertaken that they will not pursue any complaint, FIR, Chargesheet and make statement for withdrawal of all case, complaint and FIR and if anything left the same will be treated as null and void.



- c) That both the parties will appear before the competent court, Hon'ble High Court and before concerned police if required, they will file no objection against each other for withdrawal of cases against each other.
- d) That all the litigation cost will be borne by their own and no party will claim anything against each other.
- e) That Second parties have realized their mistakes and apologized and now both the parties are having cordial relations with each other.
- f) That both the parties will appear, sign and cooperate with each other in compounding and quashing and no party will deny for appearance before the Hon'ble Courts and for no objection at any point of time.
- g) That both the parties undertake that they are binding with the terms and conditions of the aforesaid compromise and they will never backup from the same before quashing/ compounding of the both FIR's.
- h) That both the parties undertake that they will appear as and when they required to sign affidavit, application and to give statement and no party will refuse for the same in any circumstances and second parties undertakes shall not misuse any of documents of first party anywhere and found misusing then second party shall indemnify the first party for the same.





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i) That if any party will not cooperate and FIR will not quash/ compounded then in that situation the other party have right to revive their FIR.

j) That both the parties have signed the aforesaid compromise deed with their free will, choice and without nay force, fraud or coercion and after reading the same in their vernacular language.



That all the disputes/misunderstandings have come to an end and both the parties have no grudge against each other.

This deed of compromise has been signed and thumb impression have been put by both the parties in the presence of witnesses.

5. While discussing the inherent power of the High Court to quash non-compoundable offences under section 482 of the Code of Criminal Procedure, 1973 (hereinafter “CrPC”) (*pari materia* to Section 528 of the BNSS), the Supreme Court in **Gian Singh v. State of Punjab (2012) 10 SCC 303** observed as under:

“57. Quashing of offence or criminal proceedings on the ground of settlement between an offender and victim is not the same thing as compounding of offence. They are different and not interchangeable. Strictly speaking, the power of compounding of offences given to a court under Section 320 is materially different from the quashing of criminal proceedings by the High Court in exercise of its inherent jurisdiction. In compounding of offences, power of a criminal court is circumscribed by the provisions contained in Section 320 and the court is guided solely and squarely thereby while, on the other hand, the formation of opinion by the High Court for quashing a criminal offence or criminal proceeding or criminal complaint is guided by the material on record as to whether the ends of justice would justify such exercise of power although the ultimate consequence may be acquittal or dismissal of indictment.”



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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.

61. The position that emerges from the above discussion can be summarised thus : the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section



320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz. : (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences. **But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim.** In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that the criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to



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quash the criminal proceeding.” (emphasis supplied)

6. In the present case, the allegations which are the subject matter of the FIR pertain to loss inflicted upon a private business concern; no public money is involved. Further, the Compromise Deed has addressed the diversion alleged in the FIR.
7. In the circumstances, there is no impediment to allowing the joint request of the parties to quash FIR No. 292/2025.
8. Accordingly, the petition is allowed.
9. FIR No. 292/2025 and all proceedings emanating therefrom are quashed. Accordingly, any bank accounts of the petitioners that may have been frozen shall also be defreezed.
10. Pending application also stands disposed of.

SACHIN DATTA, J

SEPTEMBER 29, 2026/cl/vk