



2026:DHC:8590



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IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of Decision: 30.09.2026

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CNR No. DLHC010195902026

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CRL.M.C. 3472/2026**JAY VALLABHBHAI RATHOD@ RATHOD JAY VALLABHDAS**

.....Petitioner

Through: Ms. Lopamundra Mahapatra, Mr.
Neetish Sinha and Ms. Prateeksha
Yadav, Advs.

versus

STATE OF DELHI & ANR.

.....Respondents

Through: Ms. Richa Dhawan, APP for State.
SI Ratan Bai, PS North Rohini.
SI RN Ashang, HC Sandeep, PS Cyber,
NW.

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

1. The present petition, filed under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), seeks the quashing of FIR No.0098/2025 dated 30.10.2025, registered at PS Cyber, North West District, Delhi under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023 (BNS), and all proceedings emanating therefrom, on the basis of a compromise between the petitioner and respondent no.2.

2. The said FIR was registered on 30.10.2025 on the complaint of respondent no.2, who alleged that she had been defrauded of Rs.3,35,805/- by unknown persons who had contacted her on WhatsApp and induced her to invest in the stock market on the promise of assured returns ranging from 20% to 40%.

3. As per the FIR, the said amount was transferred by respondent no.2 in six transactions on 11.09.2025 from her Axis Bank and IndusInd Bank

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accounts into certain bank accounts, one of which belongs to the petitioner.

4. The petitioner is not named in the FIR. He was traced during the investigation as the holder of one of the accounts into which the defrauded amount was credited, and it is submitted that a notice under Section 35(3) of the BNSS was issued to him on 28.11.2025. His case is that his account was used as a conduit without his knowledge or consent, that he derived no benefit therefrom, and that the account is now frozen.

5. The parties are stated to have settled the matter.

6. The compromise deed dated 14.01.2026 has been filed along with the present petition as Annexure-A2. The same reads as under:

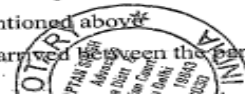
COMPROMISE DEED

THIS AGREEMENT of compromise is made at Cyber Police Station, Model Town, Delhi on ~~14~~ ^{14 FEB 2026} day of JANUARY 2026 between **Ridhima Arora W/o Chetan Sabharwal R/o 104B, QU- BLOCK, Pitampura, Maurya Enclave, North West, Delhi, 110034, PH. No.- 8872020543** (hereinafter referred to as Party 1/Complainant)

AND

Jay Vallabhbhai Rathod S/o Vallabhbhai Vaghagi Rathod R/o 101, Satadhar flats, near Kothariya Chowkdi, Rajkot, Gujarat, 9624195098, 9825930026, presently at Delhi (hereinafter referred to as Party 2/Accused)

1. **WHEREAS** disputes and differences have arisen between the aforementioned parties due to the misconception and the Party no. 1 has registered an FIR no. 0098 dated 30/10/25 under section 318(4) BNS at Cybercrime Police Station, North West, Model Town Delhi against Party no. 2.
2. **And whereas** Party No. 2/accused and the Part no. 1/complainant has resolved the misunderstanding and miscommunication that occurred due to the incident and have arrived at a compromise in the presence of the police officer and respected advocates and according to the compromise Party no. 1 does not want the criminal proceedings against Party No. 2/accused as the matter has now been amicably settled between both of them
3. **And whereas** the Party No. 1/complainant and Party No. 2/accused have also agreed not to engage in any legal disputes with each other in the future with reference to the dispute mentioned above
4. That the above-noted compromise has arrived between the parties without



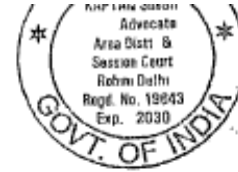


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any pressure or coercion

5. The payment has been given through the cash



It is therefore prayed that in the above mentioned FIR, compromise may kindly be accepted and taken on file and the FIR No. 0098 dated 30/10/25 registered at Cyber Police Station, Model Town, North West, Delhi against Party No. 2 /accused may kindly be quashed in the interest of justice.

Date: - 14/01/2026

Place: - Delhi

7. Respondent no.2/complainant, who is present in person, submits that she has entered into the settlement voluntarily, without any pressure, coercion or undue influence. She also confirms that she has received appropriate consideration from the petitioner pursuant to the compromise deed.
8. The petition is not opposed by the learned APP for the State.
9. The Investigating Officer (IO), who is present in Court, confirms that the investigation is complete and that the same does not disclose any knowing participation of the petitioner in any organized scheme affecting other victims. The compromise deed redresses the grievance of respondent no.2 against the petitioner.
10. In these circumstances, continuation of the proceedings against the petitioner would serve no useful purpose and would cause disproportionate prejudice to him. Accordingly, in view of the compromise entered into between the parties, and in view of no objection of the State, this Court accedes to the joint request of the petitioner and respondent no.2.
11. Consequently, FIR No.0098/2025 registered at PS Cyber, North West District, Delhi under Section 318(4) of the BNS, and all proceedings emanating

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therefrom, are quashed *qua* the petitioner.

12. The petition is allowed and disposed of in the above terms.

SACHIN DATTA, J

SEPTEMBER 30, 2026/cl,sd

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