



2026:DHC:8943



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 05th October, 2026**# **CNR No. DLHC010343382026**+ **CRL.M.C. 5454/2026 & CRL.M.A. 22813/2026****KRITAGYA TRIPATHI**

.....Petitioner

Through: Mr. Kushagra Sinha, Adv.
M: 7873490589
Email: Sinha.kushagra7@gmail.com

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: R-2 in person (Through VC)
Mr. Ajay Vikram Singh, APP

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):**

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS"), seeking quashing of the First Information Report ("FIR") being *FIR No. 35/2021* dated 02nd March, 2021, registered at Police Station ("PS") Crime Branch, Delhi, under Sections 406/120B/34 of the Indian Penal Code, 1860 ("IPC"), *qua* the petitioner, along with all consequential proceedings arising therefrom, on the ground of settlement.
2. Issue notice. Notice is accepted by learned Additional Public Prosecutor ("APP") appearing for the State, i.e., respondent no. 1, as well as by respondent no. 2, who is present before this Court through Video



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Conferencing (“VC”).

3. With the consent of the parties, the matter is taken up for final hearing.

4. The proceedings in respect of the aforesaid FIR are pending before the Chief Judicial Magistrate, South District, Saket Courts in *Cr Cases 1355/2024*.

5. A Chargesheet dated 29th February, 2024, has been filed by the concerned Investigating Officer (“IO”) before the Trial Court, whereby, the petitioner has been charged under all the Sections, as stated in the said FIR. Two other accused persons, namely, Mr. Mohit Poddar and Mr. Gaurav Kalyan, have also been charged under the said Chargesheet.

6. As per the material on record, the following facts have been culled out:

6.1. M/s Shoes on Loose Private Limited was a travel agency that was incorporated as a private limited company under the Companies Act, 2013 (“Companies Act”). The petitioner joined the said company as a director with 10 per cent shareholding in the year, 2016.

6.2. Respondent no. 2 made a payment in the sum of Rs. 5,61,000/- to the aforesaid company towards air travel and sight-seeing in Dubai between 05th April, 2020, and 11th April, 2020.

6.3. Due to the lockdown imposed during the COVID-19 pandemic and the consequent cancellation of flights, arrangements for the Dubai trip could not be made and the same was cancelled.

6.4. Thereafter, *FIR No. 35/2021* was registered at the instance of respondent no. 2, alleging that M/s Shoes on Loose Private Limited had failed to refund the payment that he made towards his Dubai trip.



6.5. During the investigation in respect of the said FIR, the police found that the sum of Rs. 5,61,000/- had been paid in 06 instalments, of which 03 instalments had been paid by the brother-in-law of respondent no. 2, and the remaining 03 instalments had been paid by the son of respondent no. 2.

7. Learned counsel appearing for the petitioner submits that the petitioner and respondent no. 2, as well as the brother-in-law and son of respondent no. 2, have executed a Memorandum of Settlement ("First Settlement") dated 06th May, 2026, wherein, the petitioner agreed to pay one-third of Rs. 5,61,000/-, i.e., a total sum of Rs. 1,87,000/-, in the following manner:

- (i) Rs. 85,334/- to be paid to the brother-in-law, with Rs. 42,667/- payable at the time of signing the First Settlement, and Rs. 42,667/- payable at the time of quashing *FIR No. 35/2021*.
- (ii) Rs. 1,01,667/- to be paid to the son, with Rs. 50,833/- payable at the time of signing the First Settlement, and Rs. 50,833/- payable at the time of quashing the said FIR.

8. Pursuant to the liberty granted in the order dated 31st July, 2026, passed in the present proceedings, another Memorandum of Settlement dated 09th August, 2026 ("Second Settlement"), which was executed only between the petitioner and respondent no. 2, has also been filed on behalf of the petitioner.

9. As per the Second Settlement, the parties have acknowledged that the petitioner has paid the total sum of Rs. 1,87,000/- to the brother-in-law and son of respondent no. 2, in the manner prescribed under the First Settlement.

10. Petitioner is present in Court. Respondent no. 2, i.e., Mr. Raj Kumar Malhotra, is also present before this Court through Video Conferencing



(“VC”).

11. The parties are identified by their respective counsels as well as the Investigating Officer (“IO”), who is present in Court.

12. This Court has interacted with respondent no. 2, who submits that he has already received the requisite amount from the petitioner pursuant to the First Settlement, and does not wish to pursue the present case any further.

13. Learned APP appearing for the State submits that considering the facts and circumstances of the case, he has no objection to the present petition.

14. In respect of the offences in *FIR No. 35/2021*, this Court notes that the offence under Section 120B of the IPC is non-compoundable.

15. It is well settled that this Court, in exercise of its inherent powers under Section 528 of the BNSS, corresponding to Section 482 of the Code of Criminal Procedure, 1973 (“CrPC”), may quash criminal proceedings in cases involving non-compoundable offences where the parties have arrived at a compromise.

16. In the case of ***Parbatbhai Aahir Alias Parbatbhai Bhimsinhbhai Karmur and Others Versus State of Gujarat and Another, (2017) 9 SCC 641***, the Supreme Court has set out the following broad principles for quashing of criminal proceedings:

“xxx xxx xxx

16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions:

16.1. Section 482 preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. The provision does not confer new powers. It only recognises and preserves powers which inhere in the High Court.

16.2. The invocation of the jurisdiction of the High Court to quash a first information report or a criminal proceeding on the ground



that a settlement has been arrived at between the offender and the victim is not the same as the invocation of jurisdiction for the purpose of compounding an offence. While compounding an offence, the power of the court is governed by the provisions of Section 320 of the Code of Criminal Procedure, 1973. The power to quash under Section 482 is attracted even if the offence is non-compoundable.

16.3. In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the High Court must evaluate whether the ends of justice would justify the exercise of the inherent power.

16.4. While the inherent power of the High Court has a wide ambit and plenitude it has to be exercised (i) to secure the ends of justice, or (ii) to prevent an abuse of the process of any court.

16.5. The decision as to whether a complaint or first information report should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case and no exhaustive elaboration of principles can be formulated.

16.6. In the exercise of the power under Section 482 and while dealing with a plea that the dispute has been settled, the High Court must have due regard to the nature and gravity of the offence. Heinous and serious offences involving mental depravity or offences such as murder, rape and dacoity cannot appropriately be quashed though the victim or the family of the victim have settled the dispute. Such offences are, truly speaking, not private in nature but have a serious impact upon society. The decision to continue with the trial in such cases is founded on the overriding element of public interest in punishing persons for serious offences.

16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing insofar as the exercise of the inherent power to quash is concerned.

16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute.

16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a



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*criminal proceeding would cause oppression and prejudice; and
xxx xxx xxx”*

(Emphasis Supplied)

17. This Court notes the fact that the parties have already arrived at a settlement.
18. Further, respondent no. 2 has affirmed that he has already received the requisite amount from the petitioner in terms of the settlement, on account of which, he does not wish to pursue the present matter.
19. This Court, therefore, finds no impediment in allowing the present petition.
20. Accordingly, it is directed that *FIR No. 35/2021* dated 02nd March, 2021, registered at PS Crime Branch, Delhi, under Sections 406/120B/34 of the IPC, and all proceedings emanating therefrom, are hereby quashed *qua* the petitioner, i.e., Mr. Kritagya Tripathi.
21. The present petition, along with the pending application, stands disposed of.

MINI PUSHKARNA, J

OCTOBER 5, 2026/KR