



2026:DHC:9001



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 07th October, 2026**# **CNR No. DLHC010482642026**+ **CRL.M.C. 7516/2026****BHOJ RAJ ARORA**

.....Petitioner

Through: Mr. Mukesh Kaushik and Mr. Yogesh
Kaushik, Advocates
Mob: 9810405173

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sunil Kumar Gautam, APP for
State
SI Sonu Kumar, PS Okhla Industrial
Area
Mr. Lakshay Dhamija, Mr. Harjas
Singh and Ms. Vasudha Saini,
Advocates for R-2 with respondent
no. 2 in person.
Mob: 9873627270

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. 102/2026* dated 25th February, 2026, registered at Police Station ("PS") Okhla Industrial Area, South East District, Delhi, under Sections 318(3)/336(3)/340(2) of the Bharatiya Nyaya Sanhita, 2023 ("BNS"), 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 learned counsel appearing for respondent no. 2.

3. The petitioner and respondent no. 2 are present before this Court, and are duly identified by their respective counsels as well as the concerned Investigating Officer (“IO”), who is also present before this Court.

4. The captioned petition is taken up for disposal with the consent of the parties.

5. As per the material on record, the relevant facts for adjudication of the captioned petition are as under:

5.1. The petitioner and respondent no. 2 executed an Agreement to Sell dated 05th July, 2024, for sale of the property owned by the petitioner, namely, *Industrial Plot No. 33 in Block ‘A’, measuring 654 Sq. Yards, Okhla Industrial Area, Phase-I, New Delhi*, to respondent no. 2.

5.2. Subsequently, disputes arose between the parties. Respondent no. 2 alleged that the petitioner had induced him to pay substantial sums of money as consideration under the aforesaid Agreement to Sell, but failed to fulfil his own obligations. He further alleged that the petitioner had fraudulently altered the agreed amount of sale consideration.

5.3. Respondent no. 2 thereafter filed a suit for specific performance of the said Agreement to Sell before this Court, i.e., *CS(COMM) 96/2025*, titled as *Dhruv Baijnath Versus Bhoj Raj Arora*.

5.4. Respondent no. 2 also initiated a complaint case, being *Ct Cases 1599/2026*, before the Judicial Magistrate First Class-02, South East, Saket Courts.

6. Learned counsels appearing for the petitioner and respondent no. 2 jointly submit that they have already settled their dispute. The parties have



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executed a Deed of Settlement (“Settlement”) dated 12th August, 2026, wherein the petitioner agreed to pay a total amount of Rs. 2,16,82,500/- to respondent no. 2, comprising Rs. 1,65,82,500/- towards the principal amount and Rs. 51,00,000/- towards interest.

7. It is submitted that the petitioner has duly paid Rs. 2,16,82,500/- to respondent no. 2, and that respondent no. 2 no longer claims any right over the property in question.

8. This Court has interacted with respondent no. 2, who confirms the fact that he has received the amount in terms of the Settlement, and further submits that, in view of the settlement, he does not wish to pursue the present matter any further.

9. Further, respondent no. 2 has already withdrawn the suit, being *CS(COMM) 96/2025*, on account of the said Settlement, as recorded in the order dated 14th August, 2026, passed by this Court. His complaint case, being *Ct Cases 1599/2026*, also stands withdrawn in terms of the order dated 01st September, 2026.

10. Having heard learned counsels appearing for the parties, this Court notes that the parties have arrived at a settlement in respect of the present matter.

11. The Supreme Court has held that High Courts, exercising powers under Section 528 of the BNSS, corresponding to Section 482 of the Code of Criminal Procedure, 1973 (“CrPC”), may quash criminal proceedings, even for offences that are non-compoundable, if the parties involved have arrived at a settlement. The guiding factor in such cases would be to secure the ends of justice and to prevent the abuse of process.

12. In this regard, reliance is placed on the decision in *Narinder Singh*



and Others Versus State of Punjab and Another, (2014) 6 SCC 466, wherein, the Supreme Court has held that criminal cases having a predominantly civil character, particularly those arising out of commercial transactions or other private disputes, may be quashed when the parties have resolved their entire disputes amongst themselves. The relevant portions of the judgment are as under:

“xxx xxx xxx

29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

(i) ends of justice, or

(ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are



not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases.

xxx xxx xxx”

(Emphasis Supplied)

13. Accordingly, considering the facts and circumstances of the present case, *FIR No. 102/2026* dated 25th February, 2026, registered at PS Okhla Industrial Area, South East District, Delhi, under Sections 318(3)/336(3)/340(2) of the BNS, along with other proceedings arising therefrom, is hereby quashed.

14. The present petition is disposed of in the aforesaid terms.

MINI PUSHKARNA, J

OCTOBER 7, 2026

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