



2026:DHC:9006



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 07th October, 2026**# **CNR No. DLHC010483732026**+ **CRL.M.C. 7551/2026 & CRL.M.A. 31510/2026****M/S PREMIUM GLOBAL SERVICES LLC & ANR.**

.....Petitioners

Through: Dr. Suvidutt M.S., Ms. Deepika Singh
and Ms. Disha Puri, Advs., along with
petitioner in person
Mob: 9999778751
Email: suvidutt@yahoo.com

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sunil Kumar Gautam, APP for
the State
Mr. Kamal Chaudhary, SI, PS Kishan
Garh
Respondent no. 2 in person
(Advocates appearance not given)

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"), corresponding to Section 482 of the Code of Criminal Procedure, 1973 ("CrPC"), seeking quashing of the First Information Report ("FIR") being *FIR No. 113/2026* dated 02nd May, 2026, registered at Police Station ("PS") Kishan Garh, South West District, Delhi, under Sections 420/34 of the Indian Penal Code, 1860 ("IPC"), on the ground of settlement. A further prayer is sought to direct that the Look Out



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Circular (“LOC”) dated 28th June, 2026, bearing *LOC No. 2026436006*, issued against petitioner no. 2 in connection with the aforesaid FIR shall stand withdrawn and closed.

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. Petitioner no. 2 and respondent no. 2 are present in Court. They are identified by their respective counsels, as well as the Investigating Officer (“IO”), who is also present in 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. Petitioner no. 1 is a limited liability company engaged in, *inter alia*, the business of supply of oils and related products, and petitioner no. 2 is the Authorised Manager and Authorised Signatory of petitioner no. 1-company.

5.2. Respondent no. 2 is a director of Raaj Unocal Lubricants Limited, which is a company incorporated under the Companies Act, 1956 (“Companies Act”), and engaged in the business of manufacturing lubricant oils and greases.

5.3. Respondent no. 2 agreed to purchase oil from petitioner no. 1-company, pursuant to which petitioner no. 1-company raised three invoices, all dated 09th October, 2023. Respondent no. 1 paid an advance amount of USD 312,000 (“principal amount”) to petitioner no. 1-company against the said invoices.

5.4. Due to unforeseen circumstances, petitioner no. 1-company could not



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deliver supply of the goods within the agreed time, and it undertook to refund the principal amount to respondent no. 2, a portion of which remained unpaid as on January, 2026.

5.5. Due to the delay in refunding the principal amount, respondent no. 2 filed a complaint on 29th January, 2026, leading to the registration of *FIR No. 113/2026*.

6. Learned counsels appearing for the petitioners and respondent no. 2 submit that the parties have resolved their dispute and executed a Settlement Agreement dated 03rd October, 2026.

7. The aforesaid Settlement Agreement records that petitioner no. 2 has refunded the entire principal amount to respondent no. 2. It further provides that petitioner no. 2 has agreed to pay a sum of AED 180,000, equivalent to approximately Rs. 46,80,000/-, in full and final satisfaction of all the claims of respondent no. 2 towards interest, compensation, damages, costs, and other monetary claims.

8. This Court has interacted with respondent no. 2, who submits that he has no objection if the present petition is allowed.

9. He further submits that he entered into the said Settlement Agreement voluntarily and that he wants to amicably resolve all disputes and defects with the petitioners. He also confirms that he has already received the principal amount from petitioner no. 2.

10. This Court is further informed that an additional sum of AED 180,000 is payable by petitioner no. 2 to respondent no. 2, for which six post-dated cheques have been issued in the following manner:



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Sl. No.	Cheque No.	Date	Amount (AED)
1	000037	15.11.2026	30,000
2	000040	15.12.2026	30,000
3	000041	15.01.2027	30,000
4	000042	15.02.2027	30,000
5	000043	15.03.2027	30,000
6	000044	15.04.2027	30,000
Total			180,000

11. Learned APP for the State submits that in view of the private nature of the dispute between the parties, the State has no serious objections to the present petition.

12. However, he submits that in case the terms of the Settlement Agreement between the parties are not followed, the requisite amounts are not paid or the post-dated cheques are dishonoured, contempt proceedings can be initiated.

13. Learned APP for the State further submits that the LOC that had earlier been issued against petitioner no. 2 has already been lifted.

14. 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.

15. The Supreme Court has held that High Courts, exercising powers under Section 528 of the BNSS, corresponding to Section 482 of the 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.

16. 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)

17. Noting the submission made by learned APP appearing for the State, and in view of the facts and circumstances of the present matter, it is directed that the petitioners and respondent no. 2 shall be bound by the terms of the Settlement Agreement dated 03rd October, 2026. In case the terms of the Settlement Agreement are not complied with, or are violated in any manner, the parties can seek their remedies, in accordance with law.

18. Accordingly, *FIR No. 113/2026*, registered at PS Kishan Garh, under Sections 420/34 of the IPC, and all the proceedings emanating therefrom, are hereby quashed.

19. The present petition, along with the pending application, is accordingly disposed of.

MINI PUSHKARNA, J

OCTOBER 7, 2026/SK