



\$~69

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

% *Date of Decision: 11th May, 2026*

+ CRL.M.C. 2564/2025

RAJAN WADHWA & ANR.

.....Petitioner

Through: Mr. Ankit Jain, Sr. Advocate with Mr. Sanket Khandelwal, Ms. Vyomica Paul, Mr. Parth Gautam and Ms. Divyanshu Rathi, Advocates.

versus

STATE (GOV OF NCT OF DELHI) & ORS.

.....Respondent

Through: Ms. Priyanka Dalal, APP for the State with SI Sanjeet Singh.
Ms. Anusuya Salwan and Mr. Rachit Wadhwa, Advocates for R-2 & 3.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioners herein seek quashing of FIR No. 0043/2024 dated 19.04.2024, registered at Police Station Economic Offences Wing, for commission of offences under Sections 406/409/420/467/468/471/120B IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. The matter is still under investigation as charge-sheet has yet not been filed.
3. When the present petition was taken up on 17.04.2025 and when the matter was put before the learned Registrar of this Court, the statements of the petitioners as well as respondent No.2 were recorded and on the basis of such statements, the learned Registrar had opined that the consent of both the parties was genuine and the settlement has not been obtained under any undue influence or pressure.



4. Investigating officer was also present before the learned Registrar who had identified both the sides and separate statement of the I.O. was also recorded in this regard.
5. The *Compromise Deed* was also placed which was signed by both the parties.
6. However, when the present matter was taken up by this Court on 16.05.2025, the Court directed the State to file a specific report to the effect that apart from the parties in the present matter, no loss was caused to any other entity or any other government organisation.
7. In compliance thereof, a report has been placed on record by the State. As per the brief allegations, work-contract was given to *M/s. PRL-Renu Infrastructure Pvt. Ltd.* and the award was in relation to construction of a road over the bridge situated at Swaroopganj, Rajasthan.
8. There was a *Joint Venture Agreement* for the abovesaid tender process between *M/s. PRL Projects and Infrastructure Limited (PRL)* and *M/s. Renu Infrastructure Private Limited*.
9. The work was duly completed but the amount in question was credited by PWD into the account of the *M/s. Renu Infrastructure Private Limited*, instead of the abovesaid venture account, which led to registration of the abovesaid FIR on behalf of *M/s. PRL Projects and Infrastructure Limited (PRL)*.
10. Fact remains that since there was agreement of appointment of Conciliator, the matter was taken up by *Delhi High Court Mediation & Conciliation Centre* on 17.12.2024 and both the sides i.e. accused-company as well as complainant-company entered into amicable settlement.
11. The accused company is represented by Mr. Rajan Wadhwa whereas,



the complainant-company is represented by Mr. Rahul Garg. The FIR in question was also lodged on the basis of complaint made by Mr. Rahul Garg.

12. As per the terms of the settlement recorded in the abovesaid proceedings conducted by the concerned Conciliator, both the parties have entered into amicable settlement and as per the terms of such settlement, the accused-company has agreed to pay a sum of Rs.2 crores to the complainant-company towards full and final satisfaction of the grievances raised in the abovesaid FIR, and out of the abovesaid agreed amount Rs.one, crore forty lacs has already been paid and the balance amount of Rs 60 lacs is to be paid by 15.06.2026.

13. The concerned accused is present in Court and undertakes to abide by the terms of the settlement and assures that the balance amount would be paid on or before 15.06.2026. Learned counsel for complainant-company and Mr.Rahul Garg submits that matter has been amicably settled out of their own free will, without any coercion and influence from any corner whatsoever and therefore, they would have '*no objection*' if FIR in question is quashed in view of the abovesaid agreement.

14. As per the status report furnished on record, there is no loss to any other entity, including any government organisation like PWD.

15. Learned Senior Counsel for the petitioners and learned counsel for the respondent-company also submit that there is no other suit or any kind of litigation, including arbitration, pertaining to the contract in question.

16. According to complainant, the amount in the account of the accused-company was deposited on the basis of forged GPA, purportedly issued by Mr. Vijay Garg, father of Rahul Garg.

17. The extract of minutes of Board Meeting dated 14.02.2025 is also on



record and such Board Resolution has been signed by Mr. Vijay Garg, Director of the complainant-company whereby, Mr. Rahul Garg has been authorized to finalize, sign, file any petition pertaining to pre-litigation for the purposes of settlement of the case in hand.

18. Mr. Vijay Garg has also joined the proceedings through *video-conferencing* and affirms the abovesaid Board Resolution and also supplements that matter has been amicably settled and he would also have no objection if the FIR is quashed.

19. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no real or useful purpose.

20. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the instant FIR.

21. Consequently, to secure the ends of justice, FIR No. 0043/2024 dated 19.04.2024, registered at Police Station Economic Offences Wing, for commission of offences under Sections 406/409/420/467/468/471/120B IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed subject to petitioners depositing total cost of Rs. 50,000/- in the account of *Delhi High Court Mediation & Conciliation Centre* within four weeks. Proof of deposit and original affidavits of the parties be submitted to the concerned SHO/I.O within further two weeks.

22. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

MAY 11, 2026/ss/sa