



2025 INSC 1448

NON-REPORTABLE

**IN THE SUPREME COURT OF INDIA
CRIMINAL APPELLATE JURISDICTION**

CRIMINAL APPEAL NO.5350 OF 2025
(Arising out of Special Leave Petition (Crl.) No.13908 OF 2025)

MOOL CHAND

...APPELLANT

VERSUS

STATE GOVT. OF NCT OF DELHI & OTHERS

...RESPONDENTS

J U D G M E N T

NAGARATHNA, J.

Leave granted.

2. Being aggrieved by order dated 30.05.2025 passed by the High Court of Delhi in Crl. M.C. No.3650 of 2025, the appellant/accused No.1 is before this Court.

3. Briefly stated, the facts of the case are that respondent No.2-complainant and his wife, respondent No.3 herein, while on a search for a plot of land to construct a house, met the appellant, who represented himself as a reputed real estate agent of the Burari area. He further represented that he had a good plot for sale suitable for the requirements of respondent No.2, which was free from all encumbrances. Based on the assurances and in view of the reasonable price quoted, respondent No.2 agreed to purchase a two-sided open “L” type plot measuring 57 sq. yards situated in Ajit Vihar, Burari, Delhi-110085 (‘suit land’). The appellant informed respondent No.2 that the suit land was in the ownership and possession of his associate, accused No.2, who was interested in selling the same on an urgent basis as he was in dire need of funds. Subsequently, respondent No. 2 and accused No.2 entered into an agreement with respect to the purchase of the suit land for Rs.21,66,000/- (Rupees Twenty-One Lakhs Sixty-Six Thousand only). On 04.08.2021, a *bayana* agreement was executed and notarised, and an amount of Rs. 2,00,000/- (Rupees Two Lakhs only) was paid to accused No.2. It is alleged that accused No.2, in conspiracy with other accused persons, induced

respondent No.2 to part with his money and that on payment of the entire sale consideration, when respondent No.2 went to visit the suit land he had purportedly purchased, he came to know that appellant/accused No.1 and accused No.2 in conspiracy with other accused persons had sold the plot to someone else.

4. Based on the aforesaid allegations, FIR No.278 of 2022, dated 16.03.2022, came to be registered with P.S. Burari, District North Delhi, against the appellant herein and other accused persons under Sections 420, 467, 468, 471 and 120B read with Section 34 of the Indian Penal Code, 1860 ('IPC').

5. On completion of the investigation, a chargesheet bearing No.13 of 2022 came to be filed on 16.06.2022 against the appellant herein and three other accused persons under Sections 419, 420, 467, 468, 471 and 120B read with Section 34 of the IPC.

6. Subsequently, to amicably resolve the dispute, appellant, respondent No.2, and respondent No.3 entered into a Memorandum of Understanding ('MoU'), which was executed on 08.11.2024. By way of the said MoU, the appellant undertook to pay respondent Nos.2 and 3 a sum of Rs.10,00,000/- (Rupees ten

lakhs only) in instalments towards full and final settlement of all their claims. Reciprocally, respondent Nos.2 and 3 agreed to cooperate and give their statement of settlement as and when the appellant applied for bail and thereafter for quashing of the criminal proceedings against him.

7. On execution of the aforesaid MoU, the appellant paid Rs.2,50,000/- (Rupees two lakhs fifty thousand only) in cash as the first instalment. Thereafter, pursuant to being enlarged on regular bail, appellant paid the second instalment of Rs.3,50,000/- (Rupees three lakhs fifty thousand only) to respondent Nos.2 and 3.

8. Subsequently, appellant filed a petition bearing CrI. M.C. No.3650 of 2025 before the High Court under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ('BNSS'), for quashing of FIR No.278 of 2022 registered with P.S. Burari, District North Delhi and consequential proceedings arising therefrom.

9. In compliance with the terms of the settlement, respondent Nos.2 and 3 also filed their respective affidavits in support of the aforesaid quashing petition preferred by the appellant.

10. Thereafter, for the purpose of recording the statement of parties, the matter was listed before the Joint Registrar of the Delhi High Court. By order dated 22.05.2025, the Joint Registrar recorded the submissions made on behalf of appellant and respondent Nos 2 and 3 separately, to the effect that the matter had been amicably settled between them by executing the MoU dated 08.11.2024. It was further recorded that the said settlement was arrived at between the parties without any force, coercion, undue influence or pressure. Based on the statements made by the parties as well as the fact that the MoU was duly signed by the parties, the Registrar observed that the consent of both parties was genuine and not obtained under undue influence or pressure. Accordingly, the matter was listed before the High Court.

11. Pursuant to the Joint Registrar's order, appellant paid the balance amount of Rs.4,00,000/- (Rupees four lakhs only) in compliance with the terms of the settlement arrived at between the parties.

12. However, by the impugned order dated 30.05.2025, the High Court dismissed the petition bearing CrI. M.C. No.3650 of 2025, based on a submission made before the Court that there were other

persons accused in the FIR in question, as well as the fact that respondent No.2 and his wife had been cheated by the appellant, who was the property broker, to pay money to other accused persons. It was further observed that the money had not yet been recovered. In view of the aforesaid facts and considering that some of the accused persons, were not even parties in the quashing petition, the High Court declined to quash the proceedings as against appellant.

13. Hence, the present appeal.

14. We have heard learned counsel for the appellant, learned A.S.G appearing for respondent No.1 and learned counsel for respondent Nos.2 and 3. Respondent No.3 herein is wife of respondent No.2/complainant.

15. During the course of submissions, learned counsel for the appellant drew our attention to the fact that there has been a MoU arrived at between the appellant herein and respondent Nos.2 and 3 on 08.11.2024 under which a sum of Rs.10,00,000/- (Rupees ten lakhs only) has been paid by the appellant to respondent Nos. 2 and 3. A copy of MoU is produced at Annexure P-3. She, therefore,

submitted that the dispute between the appellant respondent Nos.2 and 3 is essentially a civil dispute and has culminated in the MoU which has been complied with by the appellant herein inasmuch as a sum of Rs.10,00,000/- has been paid by the appellant to respondent Nos.2 and 3. Hence, the impugned order may be set-aside and the criminal proceedings may be quashed by allowing this appeal.

16. Learned counsel for respondent Nos.2 and 3 acknowledged the fact that the aforesaid sum has been received by the said respondents. Hence, appropriate orders may be made in this appeal.

17. Learned counsel for the appellant therefore, submitted that these developments in the matter may be taken note of and the complaint as against the appellant herein may be quashed by exercising power under Article 142 of the Constitution of India.

18. Learned counsel for respondent Nos.2 and 3 submitted that he has no objection if the complaint as against the appellant herein is quashed. However, he submitted that he would pursue the complaint as against the other accused.

19. Learned A.S.G. appearing for respondent No.1/State submitted that, no doubt, there may be an understanding arrived at between the appellant and respondent Nos.2 and 3. However, if this Court is to accept the contentions of learned counsel for the appellant and quash the proceedings as against the appellant by exercising power under Article 142 of the Constitution of India, the same ought not to adversely affect the prosecution against the other accused. Learned A.S.G. also apprehended that the complainant may not cooperate in the criminal trial as against the other accused.

20. In response to this apprehension expressed by learned A.S.G, learned counsel for respondent Nos.2 and 3 submitted that settlement of the dispute between the appellant herein and respondent Nos.2 and 3 *vide* MoU dated 08.11.2024 would not in any way be an impediment to the prosecution of other accused; that the complainant would assist the prosecution as against the other accused. Therefore, he submitted that the State may not have any apprehension on that score.

21. We have taken note of the submissions advanced at the Bar. We have considered the terms and conditions of the MoU. We note that the appellant herein was a real estate broker, who introduced accused No.2 to respondent Nos.2 and 3.

22. Unfortunately, respondent Nos.2 and 3 contended that they have been cheated. However, we find that there has been a settlement of the dispute which is essentially a civil dispute between the appellant and respondent Nos.2 and 3. Learned counsel for respondent Nos.2 and 3 has sought to allay the apprehensions expressed by learned A.S.G. in the matter. In the circumstances, by exercising our power under Article 142 of the Constitution of India, the criminal complaint(s) as against the appellant herein only is/are liable to be quashed and hence is quashed.

23. We also observe that quashing of the complaint(s) as against the appellant herein would not be an impediment for the State to prosecute the other accused in accordance with law. Further, respondent Nos.2 and 3 shall assist the prosecution in prosecuting the other accused. Consequently, FIR No.278/2022 dated 16.03.2022 filed under Sections 419, 420, 467, 468, 471 and 120B

read with Section 34 of the Indian Penal Code, 1860 registered at P.S. Burari, District North Delhi, stands quashed as against the appellant herein.

24. The appeal is allowed in the aforesaid terms.

25. Pending application(s) if any shall stand disposed of.

.....J.
(B.V. NAGARATHNA)

.....J.
(R. MAHADEVAN)

NEW DELHI;
NOVEMBER 28, 2025.