$~85, 104 & 10 to14

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

% ***Date of Decision : 28.10.2026***

\# **CNR No. DLHC010514602026**

\+ **CRL.M.C. 8037/2026, Crl.M.A.33570/2026, Crl.M.A.33571/2026**

(85) DIXON TECHNOLOGIES (INDIA) LIMITED .....Petitioner

Through: Mr. Rupesh Gupta, Ms. Kritika Tuteja, Ms. Arusa Gupta, Mr. Gauraang Singh Rawat, Advs.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANR.....Respondents

Through: Mr. Utkarsh (APP)
SI Sanjeev Chouhdary (EOW Cell)
Mr. Shammy Kumar, Mr. Abhay Bansal, Advs. for Complainant (R-2)

\# **CNR No. DLHC010515952026**

\+ **CRL.M.C. 8055/2026, Crl.M.A.33647/2026, Crl.M.A.33648/2026**

(104) PANKAJ SHARMA & ORS. .....Petitioners

Through: Mr. Rupesh Gupta, Ms. Kritika Tuteja, Ms. Arusa Gupta, Mr. Gauraang Singh Rawat, Advs.

versus

STATE (GOVT. OF NCT OF DELHI) & ANR. .....Respondents

Through: Mr. Utkarsh (APP)
SI Sanjeev Chouhdary (EOW Cell)
Mr. Shammy Kumar, Mr. Abhay Bansal, Advs. for Complainant (R-2)

\# **CNR No. DLHC010288762026**

\+ **BAIL APPLN. 2566/2026**

(10) SANJEEV RATHI .....Petitioner

Through: Mr. Ayush Puri, Mr. Kanav Madnani, Advs.

versus

THE STATE NCT OF DELHI .....Respondent

Through: Mr. Utkarsh (APP)
Mr. Shammy Kumar, Mr. Abhay

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

Bansal, Advs. along with Mr. Ajay Sharma (For Complainant)

SI Sanjeev Chouhdary (EOW Cell)

\# **CNR No. DLHC010298442026**

\+ **BAIL APPLN. 2669/2026**

(11) ANSH RATHI .....Petitioner

Through: Mr. Ayush Puri, Mr. Kanav Madnani, Advs.

versus

THE STATE NCT OF DELHI .....Respondent

Through: Mr. Utkarsh (APP)
Mr. Shammy Kumar, Mr. Abhay Bansal, Advs. along with Mr. Ajay Sharma (For Complainant)
SI Sanjeev Chouhdary (EOW Cell)

\# **CNR No. DLHC010299212026**

\+ **BAIL APPLN. 2670/2026**

(12) ATUL VIVEK .....Petitioner

Through: Mr. Ayush Puri, Mr. Kanav Madnani, Advs.

versus

THE STATE NCT OF DELHI .....Respondent

Through: Mr. Utkarsh (APP)
Mr. Shammy Kumar, Mr. Abhay Bansal, Advs. along with Mr. Ajay Sharma (For Complainant)
SI Sanjeev Chouhdary (EOW Cell)

\# **CNR No. DLHC010292332026**

\+ **CRL.M.C. 4731/2026, CRL.M.A. 19857/2026**

(13) DIXON TECHNOLOGIES (INDIA) LIMITED .....Petitioner

Through: Mr. Rupesh Gupta, Ms. Kritika Tuteja, Ms. Arusa Gupta, Mr. Gauraang Singh Rawat, Advs.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANR. .....Respondent

Through: Mr. Utkarsh (APP)

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

Mr. Shammy Kumar, Mr. Abhay Bansal, Advs. along with Mr. Ajay Sharma (For Complainant)

CNR No. DLHC010291782026

\+ **CRL.M.C. 4746/2026, CRL.M.A. 19891/2026, 22957/2026**

(14) PANKAJ SHARMA AND ORS. .....Petitioner

Through: Mr. Rupesh Gupta, Ms. Kritika Tuteja, Ms. Arusa Gupta, Mr. Gauraang Singh Rawat, Advs.

versus

STATE (GOVT. OF NCT OF DELHI) AND ANR. .....Respondent

Through: Mr. Utkarsh (APP)
Mr. Shammy Kumar, Mr. Abhay Bansal, Advs. along with Mr. Ajay Sharma (For Complainant)

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

CRL.M.A. 33571/2026 EX(FILING CERTIFIED COPIES OF ANNX.) in CRL.M.C. 8037/2026
CRL.M.A. 33648/2026 EX(FILING CERTIFIED COPIES OF ANNX.) in CRL.M.C. 8055/2026

1. Allowed, subject to all just exceptions.

2. The applications stand disposed of.

CRL.M.C. 8037/2026
CRL.M.C. 8055/2026
BAIL APPLN. 2566/2026
BAIL APPLN. 2669/2026
BAIL APPLN. 2670/2026
CRL.M.C. 4731/2026
CRL.M.C. 4746/2026

3. All these matters arise out of FIR No. 285/2026, dated 26.06.2026,

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

registered at P.S. Rajouri Garden, West (Delhi), under Sections 318(4)/ 61(2) of the Bharatiya Nyaya Sanhita, 2023. The FIR was registered on the complaint of Air Communication Services Private Limited (hereinafter "*ACPL*") through its Manager Ajay Sharma.

4. By order dated 13.08.2026, passed by this Court in W.P.(CRL) 2437/2026, the investigation was transferred to the Economic Offences Wing (EOW). These matters, arise out of the same FIR and are therefore being disposed of by this common order.

5. Bail Application Nos. 2566/2026, 2669/2026, and 2670/2026 are the applications filed by Sanjeev Rathi, Ansh Rathi and Atul Vivek, respectively, for grant of anticipatory bail. They are associated with M/s. NXTCELL India Pvt. Ltd. (hereinafter "*NXTCELL*").

6. CRL.M.C. 4731/2026 and CRL.M.C. 8037/2026 are the petitions, under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "*BNSS*") [corresponding to Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "*CrPC*")], filed by Dixon Technologies (India) Limited (hereinafter "*Dixon*"), seeking quashing of the aforesaid FIR No. 285/2026, dated 26.06.2026, registered at P.S. Rajouri Garden, West (Delhi).

7. CRL.M.C. 4746/2026 and CRL.M.C. 8055/2026 are the petitions, under Section 528 of BNSS, 2023 (corresponding to Section 482 of the CrPC), filed by Pankaj Sharma, Himanshu Maheshwari, and Padget Electronics Private Limited (hereinafter "*Padget*"), seeking quashing of the aforesaid FIR No. 285/2026, dated 26.06.2026, registered at P.S. Rajouri Garden, West (Delhi).

8. CRL.M.C. 8037/2026 and CRL.M.C. 8055/2026 seek quashing *qua*

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

the petitioners therein based on a Settlement Agreement, dated 28.09.2026, entered into among the petitioners therein and the complainant.

9. The relevant facts are as follows:

a. The case in the FIR is that in February 2026, Sanjeev Rathi, Ansh Rathi and Atul Vivek, acting for NXTCELL, induced ACPL to procure 17,730 Mobile Handsets of Alcatel Brand from Padget.

b. ACPL remitted Rs. 24,16,63,248 to Padget towards procurement. It is alleged that the money was used to clear NXTCELL's earlier dues to Padget. It is further alleged that a portion of the handsets supplied by Padget was of Dubai specification rather than Indian specification, and that NXTCELL failed to lift the stock as it had assured. Dixon, Padget, Pankaj Sharma and Himanshu Maheshwari have been arrayed as accused essentially on account of the supply of the Dubai-specification stock.

c. The previous anticipatory bail applications filed by Sanjeev Rathi, Ansh Rathi, and Atul Vivek came to be dismissed by the Ld. ASJ (FTC)-01, West, Tis Hazari Courts, Delhi, *vide* order dated 06.07.2026.

d. On 09.07.2026, this Court referred the parties to mediation under the aegis of Delhi High Court Mediation and Conciliation Centre.

e. On 17.07.2026, no coercive process was directed against the three persons, *i.e.*, Sanjeev Rathi, Ansh Rathi and Atul Vivek (applicants in Bail Application Nos. 2566/2026, 2669/2026,

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

and 2670/2026). The said interim orders have continued since. The mediation *qua* Sanjeev Rathi, Ansh Rathi and Atul Vivek failed.

f. On 28.09.2026, ACPL (complainant) on one hand, and Padget, Dixon, Pankaj Sharma, and Himanshu Maheshwari (petitioners in CRL.M.C. 8037/2026 and CRL.M.C. 8055/2026) on the other hand, executed a Settlement Agreement before *Samadhan*. It is to be noted that Sanjeev Rathi, Ansh Rathi, and Atul Vivek are not parties to it.

g. *Vide* order dated 30.09.2026 (passed in CRL.M.C. 4746/2026, CRL.M.C. 4731/2026, Bail Application Nos. 2566/2026, 2669/2026, and 2670/2026), the State was granted three weeks to file an updated status report. The same is not on record.

h. Today, it is stated by Mr. Utkarsh, learned APP for the State, that all three bail applicants, *i.e.*, Sanjeev Rathi, Ansh Rathi and Atul Vivek (applicants in Bail Application Nos. 2566/2026, 2669/2026, and 2670/2026), have joined the investigation. He submits that, given the nature of the matter, their custodial interrogation is not required.

i. As per the Settlement Agreement dated 28.09.2026, it has been agreed that Padget, Dixon, Pankaj Sharma, and Himanshu Maheshwari have to pay Rs. 50,00,000 to ACPL by way of a demand draft. The Settlement Agreement dated 28.09.2026 contemplates as under:

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

1. The Second Party shall pay a sum of INR 50,00,000/- (Rupees Fifty Lakhs only) to the First Party (in the name of Air Communication Services Private Limited) towards full and final settlement of all claims, disputes, demands and proceedings between the Parties arising out of or in relation to the subject matter of the present settlement. The aforesaid amount shall be paid by way of demand draft to the First Party. The said demand draft shall be handed over to the First Party in the Court Room before the Hon'ble High Court of Delhi, at the time of passing the order of quashing the FIR, only qua the Second Party. Upon receipt of the aforesaid settlement amount, the Second Party shall acknowledge receipt thereof, and the same shall constitute full and final settlement of the pending claims and disputes between the Parties. Any incidental cost, if, imposed by the Hon'ble High Court of Delhi shall be borne and paid by the Second Party.

j. During the course of hearing, learned counsel for ACPL gives his no objection to quashing of FIR in terms of Clause 2 of the Settlement Agreement which reads as follows:

2. At the time of signing of the present Settlement Agreement, the First Party shall furnish an affidavit recording its' No Objection to the quashing of the FIR, P.S. Rajouri Garden, New Delhi, only qua the Second Party. The Second Party shall file the said affidavit before the Hon'ble High Court of Delhi within 3 days of signing of the present Settlement Agreement, for quashing of the FIR, only qua the Second Party. The First Party further undertakes to appear in person before the Hon'ble High Court of Delhi on the first date when the said Quashing petition will be listed and record a statement conveying their No Objection to the quashing of the FIR, only qua the Second Party. The Parties shall cooperate with each other and take all the necessary steps for quashing of the FIR, so as to bring quietus to the disputes and litigation between the Parties. All connected petitions, applications, pleadings and any issues arising therefrom shall stand settled and will be

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

prayed to be quashed before the Hon'ble Court in accordance with law. Both parties undertake to fully cooperate with each other for such quashing in accordance with law.

k. It is also pointed out that in terms of Clause 4 of the Settlement Agreement, the Dubai-specification stock is to be converted by Padget Electronics Private Limited to Indian specification. Clause 4 of the Settlement Agreement reads as under:

4. That the First Party shall, within one day of signing of the present Agreement, deliver back to Second Party (B) the Dubai-specification mobile phone units/inventory **("said inventory")**, against issuance of a duly acknowledged delivery challan. The First Party warrants that the said inventory so delivered will be in the same quantity, description and condition in which the same was originally supplied to the First Party. Any shortage, damage, defect or other discrepancy identified by the Second Party (B) upon receipt and inspection of the said inventory shall be duly recorded and communicated to the First Party, and the First Party shall promptly address and resolve the same to the satisfaction of the Second Party (B). Furthermore, upon receipt of the said inventory, Second Party (B) shall undertake the necessary conversion of the said inventory into 100% India-specification goods/inventory, wherever required, including changing the labelling, replacing the chargers, modifying/ updating the software and carrying out such other changes as may be necessary to make the said inventory compliant with Indian specifications. Second Party (B) shall complete the aforesaid labelling, charger replacement and other necessary conversion work within 7 working days from the date of actual receipt of the said inventory. Upon completion of the aforesaid work, the said inventory shall be made available for pickup by the First Party. It is also clarified that all costs and expenses towards transportation, i.e. the cost of delivery of the said inventory to Second Party (B) and the subsequent pickup of the converted said inventory by the First Party, shall be borne and duly paid by the First Party.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

l. The parties undertake to cooperate in the investigation, including by way of appearing as witnesses as required in accordance with law. This is specifically set out in Clause 5 of the Settlement Agreement, which reads as follows:

> 5. That the Second Party, being a law abiding citizen/ entity, undertakes to extend full cooperation, as may be required in accordance with law, during the investigation of the present case, including, but not limited to, furnish such relevant documents and/ or information as may be available in its records and by appearing before the Investigating Officer/ Investigating Agency as a witness, if so required in accordance with law. Both the parties shall duly bring the present Agreement to the notice of the concerned Investigating Officer. The parties shall further request the concerned Investigating Officer to take the present Agreement into consideration and to take such appropriate action, in accordance with law, as may be warranted, including dropping of the Second Party as an accused in the present case.

m. Mr. Ajay Sharma, the Authorised Representative/ Manager of Air Communication Services Private Limited (ACPL) has filed an affidavit of no objection to the quashing qua the petitioners. It has been averred therein as under:

> 2. That the present affidavit is being filed in support of the accompanying petition filed by the Petitioner seeking quashing of FIR No. 285/2026

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

dated 26.06.2026 qua the petitioner, registered at Police Station Rajouri Garden, New Delhi, under Sections 318(4)/61(2) of the Bharatiya Nyaya Sanhita, 2023, presently transferred to the Economic Offences Wing, Mandir Marg, New Delhi, and the proceedings emanating therefrom, qua the Petitioner. The FIR records the complaint was made by the Respondent No. 2 against, inter alia, Dixon Technologies (India) Private Limited, Padget Electronics Private Limited, Mr. Pankaj Sharma and Mr. Himanshu Maheshwari, along with the other accused persons, namely, Mr. Sanjeev Rathi, Mr. Ansh Rathi and Mr. Atul Vivek of M/s NXTCELL India Pvt. Ltd.

3. That the main grievance of the Respondent No. 2 was that the supplied mobile phones/goods made for sale in Dubai region, which was not specifically disclosed in the invoice raised to the Respondent No. 2 and it prevented the Respondent No. 2 from selling the goods/mobile phones in the Indian market. The present parties in Mediation have agreed on 28.09.2026 the labeling/packaging of those goods/mobile phones will be changed to 100% India based usage and the said exercise has been successfully complied with. Further, since Respondent No. 2 was unable to sell the said mobile phones since March 2026, Respondent No. 2 has agreed to accept a sum of INR 50 Lakhs by way of Demand Draft upon the present quashing petition being allowed by this Hon'ble Court.

4. That the Petitioner herein challenged the aforesaid FIR and the proceedings emanating therefrom before this Hon'ble Court, inter alia, in CRL.M.C. No. 4731/2026 titled "Dixon Technologies (India) Limited v. State (Govt. of NCT of Delhi) and Anr." and CRL.M.C. No. 4746/2026 titled "Pankaj Sharma and Ors. v. State (Govt. of NCT of Delhi) and Anr.". Vide order dated 10.07.2026, this Hon'ble Court referred the parties to Samadhan (Delhi High Court Mediation and Conciliation Centre). Multiple mediation sessions were thereafter conducted.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

5. Further, In the interregnum, the investigation in the FIR was transferred to the Economic Offences Wing, Mandir Marg, New Delhi, pursuant to a final order dated 13.08.2026 passed in W.P.(CRL.) 2437/2026. The FIR in question names another accused persons, qua which the FIR raises other allegations, and the settlement between those accused persons and Respondent No. 2 failed.

6. That during the pendency of the proceedings, the present parties, of their own free will and volition and without coercion or undue influence, amicably resolved their inter-se disputes qua the FIR in question and executed a Settlement Agreement dated 28.09.2026.

7. That in terms of the Settlement Agreement, Respondent No. 2 has agreed to furnish the present affidavit/No Objection to the quashing of the aforesaid FIR qua the Petitioner and to appear before this Hon'ble Court on the first date when the quashing petition is listed and make a statement conveying its No Objection to the quashing of the FIR qua the petitioner.

8. That I am filing the present affidavit on behalf of Respondent No. 2 to place on record its free, voluntary and unequivocal consent/no objection to the quashing of the aforesaid FIR qua the Petitioner and the proceedings emanating therefrom qua the Petitioner.

9. That I have read and understood the contents of the accompanying petition as well as the present affidavit and have voluntarily affirmed the same. The present affidavit has not been executed under any threat, coercion, undue influence or pressure from any person whatsoever.

10. That the contents of the present affidavit are true and correct to my knowledge and belief, no material fact has been concealed therefrom and nothing stated herein is false.

10. In the above background, learned counsel for Dixon, Padget, Pankaj Sharma, and Himanshu Maheshwari submits that the dispute is purely commercial and that the only grievance against them regarding specification

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

of the handsets stands resolved.

11. Learned counsel for Sanjeev Rathi, Ansh Rathi, and Atul Vivek submits that ACPL bought the handsets from Padget and received all the units. It is submitted that NXTCELL had paid ACPL a sum of Rs. 4.20 crores as advance in addition to credit of Rs. 80,00,000 (totalling Rs. 5 Crores). The grievance canvassed by learned counsel is that ACPL terminated NXTCELL's purchase order and retained the advance amount.

12. As pointed out by learned APP for the State, Sanjeev Rathi, Ansh Rathi, and Atul Vivek have joined the investigation and are cooperating with the same.

13. Learned counsel for ACPL supports the quashing *qua* the settling parties but opposes the anticipatory bail to Sanjeev Rathi, Ansh Rathi, and Atul Vivek. It is further submitted that ACPL paid a considerable amount based on false representation made by NXTCELL.

REASONING AND CONCLUSION

14. The legal position is well settled that this Court may quash proceedings in non-compoundable offences on a settlement where the offences overwhelmingly bear a civil flavour. In the present case, the complaint is by a private company against parties with whom there were commercial dealings and no public money or statutory body is involved. The *inter se* grievance between the settling parties stands resolved in terms of the Settlement Agreement which has been placed on record. The said settlement agreement was arrived at between the parties under the aegis of the Delhi High Court Mediation and Conciliation Centre.

15. With regard to this, the Supreme Court in ***Gian Singh v. State of***

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

***Punjab*, (2012) 10 SCC 303**, discussed the inherent power of the High Court to quash an FIR on settlement:

> "58. ***Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor***. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. ***However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated. The above list is illustrative and not exhaustive***. Each case will depend on its own facts and no hard-and-fast category can be prescribed."
>
> (emphasis supplied)

16. The Supreme Court in ***Parbatbhai Aahir v. State of Gujarat*, (2017) 9**

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

SCC 641, summarised the position *qua* compromise quashing in the following manner:

> "*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.*
>
> ***
>
> *16.3. 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****.*
>
> ***
>
> *16.7.* ***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.***
>
> ***
>
> *16.10. There is yet an exception to the principle set out in propositions 16.8. and 16.9. above.* ***Economic offences involving the financial and economic well-being of the State have implications which lie beyond the domain of a mere dispute between private disputants****. The High Court would be justified in declining to quash where the offender is involved in an activity akin to a financial or economic fraud or misdemeanour. The consequences of the act complained of upon the financial or economic system will weigh in the balance.*"
>
> (emphasis supplied)

17. The apex Court has reiterated this legal position in ***Narinder Singh v. State of Punjab,*** **(2014) 6 SCC 466** and ***State of Madhya Pradesh v. Laxmi Narayan,*** **(2019) 5 SCC 688**.

18. As such, this Court finds no impediment in quashing the concerned

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

proceedings *qua* the petitioners in CRL.M.C. 8037/2026 and 8055/2026. Accordingly, the said petitions are allowed. FIR No. 285/2026, dated 26.06.2026, registered at P.S. Rajouri Garden, West (Delhi), and all proceedings emanating therefrom, are quashed *qua* Padget Electronics Private Limited, Dixon Technologies (India) Limited, Pankaj Sharma and Himanshu Maheshwari.

19. The same shall be subject to the said parties remaining bound by the terms of the Settlement Agreement and also continuing to cooperate with the EOW in the investigation, including by way of producing documents and appearing as witnesses, as and when required in accordance with law.

20. Accordingly, CRL.M.C. 8037/2026 and 8055/2026 are disposed of in the above terms.

BAIL APPLN. 2566/2026
BAIL APPLN. 2669/2026
BAIL APPLN. 2670/2026

21. Learned APP for the State has taken a clear stand that the accused Sanjeev Rathi, Ansh Rathi and Atul Vivek have joined the investigation and that their custodial interrogation is not required, given the said submission and also taking into account the fact that the case primarily rests on documents like proforma invoices, purchase orders, and bank transfers.

22. In the circumstances, this Court finds no impediment in granting anticipatory bail to the petitioner, while also bearing in mind that the said persons have been on interim protection since 17.07.2026.

23. In this regard, it would be apposite to make a reference to the apex Court's decision in ***Pradip N. Sharma v. State of Gujarat,* 2025 INSC 291**, wherein the Court noted:

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

> *"18. However, considering the nature of the allegations and the fact that the matter is to be* ***investigated primarily based on documentary evidence, the Court is inclined to grant the relief of anticipatory bail to the appellant****. The offences alleged pertain to the exercise of administrative discretion in the passing of an order rather than direct physical involvement in any overt criminal act requiring custodial interrogation.* ***The prosecution has not demonstrated any necessity for the custodial interrogation of the appellant beyond scrutiny of official records, which can be done without placing him in detention. Additionally, the appellant has expressed his willingness to cooperate with the investigation, and no material has been placed before this Court to suggest that he has evaded or obstructed the investigation in any manner. Furthermore, it is well-settled that anticipatory bail can be granted where custodial interrogation is not essential, particularly in cases where the allegations hinge on official records and the presence of the accused can be secured without pre- trial detention.*** *The Court also takes note of the fact that the FIR in question is part of a series of similar allegations against the appellant, and in the absence of any concrete material indicating a likelihood of tampering with evidence or influencing witnesses, the grant of anticipatory bail is justified. Accordingly, while the appellant shall cooperate with the investigation as and when required, he shall not be taken into custody, subject to conditions imposed hereinafter to ensure his participation in the inquiry process."*
>
> (emphasis supplied)

24. Reference may also be made to the observation of Supreme Court in ***Siddharam Satlingappa Mhetre v. State of Maharashtra,*** **(2011) 1 SCC 694**, as under:

> *"112. The following factors and parameters can be taken into consideration while dealing with the anticipatory bail:*
> *(i)* ***The nature and gravity of the accusation*** *and the exact role of the accused must be properly comprehended before arrest is made;*
> *(ii) The antecedents of the applicant including the fact as to whether the accused has previously undergone imprisonment on conviction by a court in respect of any cognizable offence;*
> *(iii)* ***The possibility of the applicant to flee from justice****;*
> *(iv) The possibility of the accused's likelihood to repeat similar or other offences;*

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

(v) Where the accusations have been made only with the object of injuring or humiliating the applicant by arresting him or her;
(vi) ***Impact of grant of anticipatory bail particularly in cases of large magnitude affecting a very large number of people****;*
(vii) The courts must evaluate the entire available material against the accused very carefully. The court must also clearly comprehend the exact role of the accused in the case. The cases in which the accused is implicated with the help of Sections 34 and 149 of the Penal Code, 1860 the court should consider with even greater care and caution because overimplication in the cases is a matter of common knowledge and concern;
(viii) ***While considering the prayer for grant of anticipatory bail, a balance has to be struck between two factors, namely, no prejudice should be caused to the free, fair and full investigation and there should be prevention of harassment, humiliation and unjustified detention of the accused****;*
(ix) The court to consider reasonable apprehension of tampering of the witness or apprehension of threat to the complainant;
(x) Frivolity in prosecution should always be considered and it is only the element of genuineness that shall have to be considered in the matter of grant of bail and in the event of there being some doubt as to the genuineness of the prosecution, in the normal course of events, the accused is entitled to an order of bail.
113. ***Arrest should be the last option and it should be restricted to those exceptional cases where arresting the accused is imperative in the facts and circumstances of that case.*** *The court must carefully examine the entire available record and particularly the allegations which have been directly attributed to the accused and these allegations are corroborated by other material and circumstances on record.*"

(emphasis supplied)

25. This Court in ***Pinki v. The State of NCT of Delhi,*** **2025:DHC:8748** granted anticipatory bail on the following observations:

"*25.* ***The petitioners have been under interim protection since September/October 2024 pursuant to orders of this Court. During this period, they have regularly joined investigation and cooperated with the Investigating Officer. No instance of absconding, misuse of liberty, or attempt to tamper with evidence has been reported. The***

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

need for custodial interrogation is not supported by any specific material. *The evidence relied upon is largely documentary in nature- comprising partnership deeds, bank records, and financial statements, which are either already in the possession of the parties or accessible to the investigating agency.*

26. The Supreme Court in Arnesh Kumar v. State of Bihar, (2014) 8 SCC 273, has cautioned against routine arrests and held that ***arrest must be an exception and not the rule, particularly where custodial recovery is not required****. Further, in State of Haryana v. Bhajan Lal, 1992 Supp (1) SCC 335, it has been observed that criminal proceedings should not be permitted to be used as instruments of harassment in civil disputes.*

27. ***In the present case, considering the admitted documentary evidence, the petitioners' cooperation with the investigation, and the fact that they have not misused interim protection, custodial interrogation may not be warranted.*** *At the same time, this Court remains conscious of the seriousness of the allegations, which necessitates the imposition of strict conditions to safeguard the interests of investigation while protecting the petitioners' right to liberty under Article 21 of the Constitution.*"

(emphasis supplied)

26. Accordingly, it is directed that in the event of arrest in FIR No. 285/2026, dated 26.06.2026, registered at P.S. Rajouri Garden, West (Delhi), Sanjeev Rathi, Ansh Rathi and Atul Vivek (applicants) shall be released on bail on furnishing a personal bail bond in the sum of Rs. 50,000 with one surety of the like amount to the satisfaction of the Investigating Officer (IO). The same shall be subject to the following conditions:

a. The applicants in the aforesaid bail applications shall continue to cooperate in the investigation and shall join the investigation as and when called upon by the Investigating Officer (IO).
b. The applicants shall not travel out of the country without prior permission of the Trial Court.
c. The applicants shall not, directly or indirectly, contact, threaten

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59

or influence the complainant, its officers or any witnesses or tamper with any evidence.

27. If the applicants fail to join the investigation or breach any of the aforesaid conditions, it shall be open for the State to seek cancellation of bail.

28. The Bail applications are allowed in the above terms.

29. The petitions and the pending applications stand disposed of accordingly.

CRL.M.C. 4731/2026
CRL.M.C. 4746/2026

30. CRL.M.C. 4731/2026 is filed by Dixon and CRL.M.C. 4746/2026 is filed by Pankaj Sharma, Himanshu Maheshwari, and Padget, seeking quashing of the aforesaid FIR No. 285/2026, dated 26.06.2026, registered at P.S. Rajouri Garden, West (Delhi).

31. Considering that the aforesaid FIR No. 285/2026 has been quashed *qua* the petitioners herein in CRL.M.C. 8037/2026 and 8055/2026 on the basis of a Settlement Agreement, the present petitions have been rendered infructuous. They are, accordingly, disposed of.

SACHIN DATTA, J

OCTOBER 28, 2026/*uk/vk*

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:29.10.2026
19:16:59