Petition under Section 528 BNSS for Quashing of FIR (High Court of Delhi)

IN THE HIGH COURT OF DELHI AT NEW DELHI (CRIMINAL ORIGINAL JURISDICTION)

CRL.M.C. No. 0000 of 2026

Arjun Malhotra ... Petitioner

versus

State (NCT of Delhi) and another ... Respondents

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Filed by: **Meera Iyer**, Advocate for the Petitioner
Place: New Delhi
Date: 20 November 2026

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1. Urgent application and notice of motion

URGENT APPLICATION

To,
The Registrar,
High Court of Delhi,
New Delhi

Sir / Madam,

Kindly treat the accompanying petition as urgent and list it before the Hon'ble Court at the earliest. The grounds of urgency are:

1. The Petitioner, a director of Northwind Polymers Private Limited, has been named as an accused in FIR No. 0214/2026 dated 27 June 2026 under sections 318(4) and 316(2) read with section 3(5) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station Westgate Industrial Area. Respondent No. 2 made the complaint behind the FIR about two weeks after his firm was served with summons in a suit filed by the Petitioner's company for recovery of unpaid invoices.

2. The investigating officer has orally told the Petitioner that a charge sheet is likely to be filed shortly. The Petitioner has joined the investigation on every date he was called and has produced all documents asked for.

3. The dispute is a purely commercial one, already pending before the competent civil court. Continued criminal proceedings would cause the Petitioner and his company harm that cannot be undone later.

4. An advance copy of the complete petition, with all annexures and applications, has been served on the Additional Public Prosecutor for the State and on Respondent No. 2. Proof of service is filed with the notice of motion.

It is therefore prayed that the petition be listed on 24 November 2026 or on the earliest date convenient to the Hon'ble Court.

Meera Iyer
Advocate for the Petitioner
New Delhi, 20 November 2026

NOTICE OF MOTION

To,

1. The Additional Public Prosecutor for the State (NCT of Delhi), High Court of Delhi, New Delhi

2. **Rohan Mehra**, Designated Partner, Bluecrest Packaging LLP, Unit 8, Block C, Westgate Industrial Area, New Delhi 110020

Sir / Madam,

Please take notice that the accompanying petition under section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, with its applications, is being filed on behalf of the Petitioner and is likely to be listed before the Hon'ble Court on 24 November 2026 or on any date after that. A complete copy has been delivered to you on 18 November 2026. You may appear in person or through counsel if you wish.

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Meera Iyer
Advocate for the Petitioner
Enrolment No. D/0000/2012
Phone: +91 98100 00000

SYNOPSIS

The Petitioner is a director of Northwind Polymers Private Limited (the "**Company**"), which manufactures and supplies plastic granules. Between April and September 2025 the Company supplied goods worth Rs. 1,26,40,000 to Bluecrest Packaging LLP (the "**Firm**"), of which Respondent No. 2 is the designated partner, under a written supply agreement. The Firm paid Rs. 78,15,000 and stopped paying. In writing, Respondent No. 2 admitted the balance of Rs. 48,25,000 and asked for time.

When the Firm still did not pay, the Company sent a legal notice and then filed a suit for recovery, CS (COMM) 0000 of 2026, in which summons were issued on 22 April 2026. Only after that did Respondent No. 2 go to the police. The FIR now alleges, for the first time, that the goods were inferior and that an advance of Rs. 12,00,000 was "misappropriated". The same agreement allowed that advance to be adjusted against later invoices, and the Firm's own ledger shows that it was.

Taken at face value, the FIR describes a buyer that does not want to pay a supplier. It does not disclose deception at the inception of the transaction, nor any entrustment and dishonest misappropriation. The FIR is a counterblast to the recovery suit. The Petitioner asks this Hon'ble Court to quash it and all proceedings arising from it under section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023.

LIST OF DATES AND EVENTS

Date

Event

10 March 2025

The Company and the Firm sign a supply agreement for HDPE granules. Clause 6.3 provides that any advance for an order the buyer cancels is adjusted against the next invoices. (Annexure P-2)

April to September 2025

The Company supplies goods under 14 invoices worth Rs. 1,26,40,000. Each delivery is received and signed for by the Firm's store staff without any complaint about quality. (Annexure P-3 colly)

July 2025

The Firm cancels one order. The advance of Rs. 12,00,000 paid for it is adjusted against invoices of August 2025, as clause 6.3 requires. The Company's ledger, sent to the Firm monthly, shows the adjustment. (Annexure P-3 colly)

15 October 2025

Respondent No. 2 writes by e-mail that "the balance of Rs. 48.25 lakh is acknowledged" and asks for 60 days to pay. (Annexure P-4)

20 January 2026

The Company sends a legal notice demanding Rs. 48,25,000 with interest. (Annexure P-5 colly)

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2 March 2026

The Firm replies. For the first time, it says that some goods were of "inferior grade", without naming any invoice or batch. (Annexure P-5 colly)

8 April 2026

The Company files CS (COMM) 0000 of 2026 for recovery of Rs. 48,25,000 with interest. (Annexure P-5 colly)

22 April 2026

Summons are issued to the Firm in the suit.

14 May 2026

Respondent No. 2 gives a written complaint to Police Station Westgate Industrial Area.

27 June 2026

FIR No. 0214/2026 is registered under sections 318(4) and 316(2) read with section 3(5) of the BNS against the Petitioner and another director. (Annexure P-1)

10 July 2026

The investigating officer asks the Petitioner in writing to join the investigation. (Annexure P-6 colly)

18 July 2026 and 2 August 2026

The Petitioner joins the investigation and hands over the agreement, invoices, ledger and e-mails. (Annexure P-6 colly)

20 November 2026

No charge sheet has been filed so far. Hence this petition.

MEMO OF PARTIES

Arjun Malhotra
Son of Suresh Malhotra
Aged 46 years
Director, Northwind Polymers Private Limited, Plot 41, Sector 6, Bawana Industrial Area, Delhi 110039
Resident of Flat 4B, Sunrise Apartments, Sector 9, Dwarka, New Delhi 110075 ... **Petitioner**

versus

1. **State (NCT of Delhi)**
Through the Station House Officer
Police Station Westgate Industrial Area, District Westgate, Delhi ... **Respondent No. 1**

2. **Rohan Mehra**
Designated Partner, Bluecrest Packaging LLP
Unit 8, Block C, Westgate Industrial Area, New Delhi 110020 ... **Respondent No. 2**

Filed through: **Meera Iyer**, Advocate
Enrolment No. D/0000/2012
Chamber 214, Lawyers' Chambers, High Court of Delhi, New Delhi 110003
Phone: +91 98100 00000

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Place: New Delhi
Date: 20 November 2026

IN THE HIGH COURT OF DELHI AT NEW DELHI (CRIMINAL ORIGINAL JURISDICTION)

CRL.M.C. No. 0000 of 2026

In the matter of:

Arjun Malhotra ... Petitioner

versus

State (NCT of Delhi) and another ... Respondents

FIR No.: 0214/2026 dated 27 June 2026
Police Station: Westgate Industrial Area, District South-West, Delhi
Sections: 318(4) and 316(2) read with 3(5) of the Bharatiya Nyaya Sanhita, 2023
Stage: investigation pending; no charge sheet filed
Status of the Petitioner: not arrested; joined investigation

PETITION UNDER SECTION 528 OF THE BHARATIYA NAGARIK SURAKSHA SANHITA, 2023, ON BEHALF OF THE PETITIONER FOR QUASHING OF FIR No. 0214/2026 DATED 27 June 2026, REGISTERED AT POLICE STATION Westgate Industrial Area, UNDER SECTIONS 318(4) AND 316(2) READ WITH SECTION 3(5) OF THE BHARATIYA NYAYA SANHITA, 2023, AND ALL PROCEEDINGS EMANATING FROM IT

In this petition, "**BNSS**" means the Bharatiya Nagarik Suraksha Sanhita, 2023, "**BNS**" means the Bharatiya Nyaya Sanhita, 2023, the "**FIR**" means FIR No. 0214/2026 dated 27 June 2026 registered at Police Station Westgate Industrial Area, and the "**IO**" means the investigating officer, SI Neha Bansal.

The FIR was registered after 1 July 2024, the date on which the BNS and the BNSS came into force. The petition is therefore filed under section 528 BNSS, which saves the inherent powers of the High Court. It is not a proceeding pending before that date, which section 531 BNSS would leave to the Code of Criminal Procedure, 1973.

To,
The Hon'ble Chief Justice and His / Her Companion Justices of the High Court of Delhi at New Delhi

MOST RESPECTFULLY SHOWETH:

1. **PARTICULARS OF THE IMPUGNED FIR**

1.1 The Petitioner asks this Hon'ble Court to quash the FIR, whose particulars are:

FIR number and date: 0214/2026 dated 27 June 2026
Police station and district: Westgate Industrial Area, South-West, Delhi
Complainant: Rohan Mehra (Respondent No. 2)
Accused named: the Petitioner and one other director of the Company
Sections invoked: 318(4) and 316(2) read with 3(5) BNS
Name of the IO: SI Neha Bansal
Stage: investigation pending; no charge sheet; no cognizance taken

1.2 A true copy of the FIR is filed as **Annexure P-1**. The Petitioner seeks quashing of the FIR and of

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every proceeding that arises from it, including any charge sheet that may be filed and any order taking cognizance or summoning the Petitioner on it.

2. THE PETITIONER

2.1 The Petitioner, **Arjun Malhotra**, aged 46 years, is a director of the Company, a private limited company with its registered office and factory at Plot 41, Sector 6, Bawana Industrial Area, Delhi 110039. He holds a degree in chemical engineering and has run the Company's sales and accounts for 15 years.

2.2 The Petitioner has never been arrested, charged or convicted in any criminal case. He lives with his family at Flat 4B, Sunrise Apartments, Sector 9, Dwarka, New Delhi 110075 and has deep roots in Delhi.

2.3 Respondent No. 2 is the designated partner of the Firm, which makes packaging film at Unit 8, Block C, Westgate Industrial Area, New Delhi 110020. The Petitioner knows Respondent No. 2 only as the Company's customer. There is no family, personal or other relationship between them.

3. BRIEF FACTS

3.1 On 10 March 2025 the Company and the Firm signed a supply agreement (**Annexure P-2**). Under it, the Firm placed monthly purchase orders for HDPE granules, the Company delivered against each order, and the Firm paid each invoice within 45 days of delivery.

3.2 Clause 6.3 of the agreement reads: "Any advance paid by the Buyer for an order that the Buyer cancels shall be adjusted by the Seller against the next invoices raised on the Buyer." Clause 9.1 gives the Firm 7 days from delivery to report any defect in writing, after which the goods are treated as accepted.

3.3 Between April and September 2025 the Company raised 14 invoices worth Rs. 1,26,40,000 in total. Every consignment moved under an e-way bill and was signed for by the Firm's store staff. No defect was reported under clause 9.1 for any consignment. Copies of the invoices, delivery challans, e-way bills and the ledger statement are filed as **Annexure P-3 (colly)**.

3.4 In July 2025 the Firm cancelled one order, for which it had paid an advance of Rs. 12,00,000. As clause 6.3 required, the Company adjusted the advance against its invoices of August 2025. The ledger statement sent to the Firm every month shows the adjustment, and the Firm never objected to it.

3.5 The Firm paid Rs. 78,15,000 and then stopped paying. On 15 October 2025 Respondent No. 2 wrote to the Petitioner by e-mail: "the balance of Rs. 48.25 lakh is acknowledged, kindly allow us 60 days." A copy of the e-mail is filed as **Annexure P-4**.

3.6 The 60 days passed without payment. On 20 January 2026 the Company sent a legal notice to the Firm demanding Rs. 48,25,000 with interest. The Firm's reply dated 2 March 2026 did not deny the supplies or the invoices. It said only that "some material was of inferior grade", without naming any invoice, batch or test report.

3.7 The transaction is a commercial supply of goods between two businesses on credit. The only dispute is whether the Firm owes the balance, and that question is pending before the civil court in the suit described in paragraph 5.

4. ALLEGATIONS IN THE FIR

4.1 Read fairly and as a whole, the FIR makes three allegations against the Petitioner and the other director:

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(a) that some of the granules supplied between June and September 2025 were of a lower grade than ordered, so that the Firm suffered losses in its own production;

(b) that the Petitioner "induced" the Firm to place orders by assuring it that the Company always supplied first-grade material; and

(c) that the advance of Rs. 12,00,000 paid for the cancelled order was "entrusted" to the Company and was "misappropriated" because it was not refunded.

4.2 On these allegations the FIR invokes section 318(4) BNS, which punishes cheating and thereby dishonestly inducing delivery of property with imprisonment of up to seven years and fine, and section 316(2) BNS, which punishes criminal breach of trust with imprisonment of up to five years, or with fine, or with both. Section 3(5) BNS is invoked against both directors.

4.3 The FIR does not allege that any assurance was false when it was given, or that the Petitioner did not mean to supply goods when the agreement was signed. It does not mention that the Company delivered goods worth Rs. 1,26,40,000, that the Firm accepted them without objection, that Respondent No. 2 admitted the balance in writing, or that the Company had already sued the Firm.

5. EARLIER CIVIL PROCEEDINGS BY THE COMPANY

5.1 On 8 April 2026 the Company filed a suit for recovery of Rs. 48,25,000 with interest against the Firm, numbered CS (COMM) 0000 of 2026, before the District Judge (Commercial Court), South-West District, Dwarka Courts, New Delhi. Summons were issued to the Firm on 22 April 2026 and were served on it on 29 April 2026. Copies of the legal notice, the reply, the plaint and the summons are filed as **Annexure P-5 (colly)**.

5.2 Respondent No. 2 gave his complaint to the police on 14 May 2026, about two weeks after the Firm was served with the summons. The FIR followed on 27 June 2026.

5.3 The sequence matters. For months the Firm admitted the debt in writing and asked for time. It raised a quality complaint only after the legal notice, and it went to the police only after it was sued. The FIR is a retaliatory counterblast meant to pressure the Company into giving up its claim.

6. STAGE OF THE INVESTIGATION

6.1 By a written notice dated 10 July 2026 (**Annexure P-6 colly**), the IO asked the Petitioner to join the investigation. The Petitioner appeared on 18 July 2026 and 2 August 2026, answered every question and handed over the agreement, the invoices, the ledger statement and the e-mails relied on in this petition.

6.2 The Petitioner has not been arrested. No charge sheet has been filed, and no court has taken cognizance. The Petitioner understands that the IO proposes to file a charge sheet shortly.

6.3 The Petitioner has approached this Hon'ble Court at the investigation stage because the FIR, read as it stands, discloses no offence. The power under section 528 BNSS is not confined to the FIR stage. The Supreme Court has held that there is no bar to quashing even after a charge sheet is filed (Kailashben Mahendrabhai Patel v. State of Maharashtra, 2024 INSC 737). If a charge sheet is filed while this petition is pending, the Petitioner craves leave to place it on record and to extend his challenge to it.

7. JURISDICTION AND MAINTAINABILITY

7.1 The FIR was registered at Police Station Westgate Industrial Area in the National Capital Territory of Delhi. This Hon'ble Court therefore has territorial jurisdiction over it.

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7.2 Section 528 BNSS saves the inherent power of the High Court to make orders necessary to prevent abuse of the process of any court or otherwise to secure the ends of justice. That power belongs to the High Court alone. No Magistrate or Court of Session can quash an FIR.

7.3 There is no other efficacious remedy. No order has yet been passed by any criminal court that the Petitioner could challenge in revision under section 438 BNSS. The FIR can be quashed only by this Hon'ble Court, in the exercise of its inherent power or, before cognizance is taken, its jurisdiction under Article 226 of the Constitution. The Petitioner seeks relief under section 528 BNSS, which remains available if a charge sheet is filed and cognizance is taken while this petition is pending.

7.4 The pendency of the civil suit is no answer. The Petitioner does not ask this Hon'ble Court to decide the civil claim. He asks it to hold that the facts pleaded by Respondent No. 2 himself disclose no criminal offence.

8. **GROUNDS**

The Petitioner seeks quashing of the FIR on the following grounds, each of which is without prejudice to the others:

A. Because the FIR, taken at face value and accepted in its entirety, does not prima facie constitute any offence. The first category in State of Haryana v. Bhajan Lal, 1992 Supp (1) SCC 335, as restated in Anukul Singh v. State of U.P., 2025 INSC 1153, covers exactly this case. The Petitioner does not ask the Hon'ble Court to disbelieve a word of the FIR. Even if every word is true, it shows a quality complaint and an unpaid advance in a running commercial account, not a crime.

B. Because the ingredients of cheating under section 318 BNS are absent. Cheating requires deception and, through it, a fraudulent or dishonest inducement to deliver property. For the offence to be made out, there must be material that the accused intended to cheat from the very inception of the transaction. The FIR says the Company assured the Firm of first-grade material. It does not say the assurance was false when made. The Company then delivered goods worth Rs. 1,26,40,000. A party that performs a contract for six months cannot be said to have meant to cheat from its start. A later dispute about quality, at most, is a claim for breach of contract.

C. Because the ingredients of criminal breach of trust under section 316 BNS are absent. That offence needs entrustment of property and its dishonest misappropriation or conversion. The advance of Rs. 12,00,000 was a part payment for goods under clause 6.3 of the agreement, not property held in trust. The Firm agreed in advance that a cancelled order's advance would be adjusted against later invoices, and it was. Adjusting a payment in the way the contract requires is not dishonest misappropriation.

D. Because the dispute is purely civil and has been given a criminal colour. In Anukul Singh v. State of U.P., 2025 INSC 1153, the Supreme Court held that allegations which arise out of a commercial or contractual transaction and have been given a criminal colour fall within categories (1) and (7) of Bhajan Lal, and that continuing such a prosecution is an abuse of process. The FIR is about payment for goods sold and delivered. The same claim is pending in CS (COMM) 0000 of 2026.

E. Because the FIR is mala fide and a counterblast to the Company's suit. The seventh Bhajan Lal category covers a proceeding manifestly attended with mala fide, or maliciously instituted with an ulterior motive for wreaking vengeance on the accused due to a private and personal grudge. An FIR lodged after the accused started legal proceedings against the complainant can be treated as a retaliatory counterblast (Anukul Singh, 2025 INSC 1153). Respondent No. 2 went to the police about two weeks after the Firm was served with the summons in the recovery suit, after months of written admissions of the debt.

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F. Because the Petitioner does not ask for a mini-trial. The Petitioner accepts that this Hon'ble Court will not weigh evidence or test the credibility of the allegations (State by Lokayuktha Police v. K. Rangayya, 2026 INSC 574). The question is only whether a plain reading of the FIR and the material that accompanies it discloses the ingredients of an offence. The documents relied on here, namely the agreement, the invoices and Respondent No. 2's own e-mail, are not disputed by Respondent No. 2 in the FIR. They complete the picture the FIR leaves out.

G. Because the Court may look at the overall circumstances. In frivolous or vexatious proceedings the Court is entitled to look at the overall circumstances and to read between the lines, under section 482 of the Code of Criminal Procedure, 1973 (now section 528 BNSS) or Article 226 of the Constitution (Vinod Bihari Lal v. State of U.P., 2025 INSC 767). Read with the timeline of the civil dispute, the FIR is a recovery dispute turned upside down.

H. Because the Bhajan Lal categories are illustrative and the ends of justice require quashing. The categories are not exhaustive. Proceedings may be quashed where their continuation would be an abuse of the process of the court or where the ends of justice so require (State of Karnataka v. L. Muniswamy, (1977) 2 SCC 699, as cited in Urmila Devi v. Balram, 2025 INSC 915). A trial on this FIR would subject the Petitioner to years of criminal proceedings over a debt the Firm itself owes.

I. Because a summoning order on this FIR would itself be open to quashing. The High Court can exercise its power of judicial review in criminal matters, under Article 226 and its inherent power, to prevent abuse of process, and a summoning order can be quashed (Pepsi Foods Ltd. v. Special Judicial Magistrate, (1998) 5 SCC 749, as quoted in Manchu Mohan Babu v. State of A.P., 2025 INSC 916). Any summoning order passed on this FIR would carry the same defect as the FIR itself.

J. Because the stage of the investigation is no bar. The power to quash is not confined to the FIR stage and may be exercised even after a charge sheet is filed (Kailashben Mahendrabhai Patel, 2024 INSC 737).

K. Because the Petitioner has a clean record, and antecedents are in any case no reason to refuse quashing. The Petitioner has no criminal antecedents. Even where an accused has antecedents, that alone cannot be a reason to refuse quashing if no offence is disclosed (Vinod Bihari Lal, 2025 INSC 767).

L. The Petitioner craves leave to add, alter or amend these grounds and to rely on further documents at the hearing.

OPTIONAL GROUND FOR AN FIR ARISING FROM A MATRIMONIAL DISPUTE (not used in this petition)

Where the FIR is under section 85 BNS (formerly section 498A of the Indian Penal Code), the grounds above are replaced or supplemented by a ground of this kind, written to the facts of the case:

Because the allegations against the in-laws are vague and omnibus. Section 85 BNS punishes cruelty to a woman by her husband or a relative of the husband, with imprisonment of up to three years and fine. The FIR names the husband's parents, his married sister who lives in Pune, and her husband. Apart from the words "all the accused harassed me for dowry", it gives no date, place, act or words attributed to any of them. The Supreme Court has warned that vague and generalised allegations in matrimonial disputes, if not scrutinised, lead to misuse of the law, and it has quashed an FIR of this kind that was lodged as a counterblast to the husband's petition for divorce (Dara Lakshmi Narayana v. State of Telangana, 2024 INSC 953). In this case, the FIR was lodged 11 days after the husband filed his petition for restitution of conjugal rights.

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ALTERNATIVE GROUND WHERE THE PARTIES HAVE SETTLED (not used in this petition)

Where the complainant and the accused have settled, the petition is usually filed jointly or supported by the complainant's affidavit, and the ground reads as follows:

Because the parties have settled a dispute that is essentially private and commercial. Quashing on the basis of a settlement is different from compounding. Compounding is allowed only for the offences and in the manner set out in section 359 BNSS. The High Court's inherent power, however, can be used to quash proceedings on a settlement even where the offence is not compoundable (Parbatbhai Aahir v. State of Gujarat, Crl. A. 1723 of 2017). Cases of a commercial, financial or partnership character stand on a different footing: where the dispute is private, the possibility of conviction is remote and continuing the case would be oppressive, the High Court may quash it.

On 5 November 2026 the parties signed a settlement under which the Firm paid the agreed sum and Respondent No. 2 agreed to the quashing of the FIR. The Petitioner and Respondent No. 2 have each filed an affidavit in terms of Practice Direction No. 187/Rules/DHC dated 9 July 2026, read with Practice Directions No. 178/Rules/DHC and No. 183/Rules/DHC. Respondent No. 2 confirms in his affidavit that he settled of his own free will, without force, fear or coercion, and he will appear before the Hon'ble Court and be identified by counsel and by the IO.

Drafting note: this ground is not available for murder, rape, dacoity or other heinous offences, nor for economic offences that affect the financial well-being of the State, even if the parties settle (Parbatbhai Aahir). In October 2026 the Supreme Court set aside a High Court order that had quashed a rape case on a compromise after the victim said she had been coerced (Gopal Lodhi v. State of M.P., 2026 INSC 1164). In Delhi, a compromise petition that no party contests is first listed before the Joint Registrar, who verifies the identity and free consent of the parties and may hold the consent hearing by video conferencing. Every party must file an affidavit in the form of Practice Direction 178/Rules/DHC (Practice Direction 187/Rules/DHC, 9 July 2026).

9. DECLARATION ON OTHER PROCEEDINGS

9.1 The Petitioner has not filed any other petition under section 528 BNSS, section 482 of the Code of Criminal Procedure, 1973, or Article 226 of the Constitution for quashing the FIR, in this Hon'ble Court, in the Supreme Court or in any other court, and none is pending.

9.2 The Petitioner has not applied for anticipatory or regular bail in the FIR. The only other proceeding between the parties is the Company's recovery suit, CS (COMM) 0000 of 2026, described in paragraph 5.

9.3 The Petitioner has disclosed every fact known to him that is material to this petition, including facts that may not support him.

10. PRAYER

In the facts and circumstances stated above, it is most respectfully prayed that this Hon'ble Court may be pleased to:

(a) quash FIR No. 0214/2026 dated 27 June 2026, registered at Police Station Westgate Industrial Area, District South-West, Delhi, under sections 318(4) and 316(2) read with section 3(5) of the Bharatiya Nyaya Sanhita, 2023, and all proceedings emanating from it, including any charge sheet that may be filed and any order taking cognizance or summoning the Petitioner on it; and

(b) pass any other order that this Hon'ble Court considers just in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE PETITIONER SHALL, AS IN DUTY BOUND,

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EVER PRAY.

PETITIONER
Through

Meera Iyer
Advocate for the Petitioner
Enrolment No. D/0000/2012
Chamber 214, Lawyers' Chambers, High Court of Delhi, New Delhi 110003
Phone: +91 98100 00000

Place: New Delhi
Date: 20 November 2026

IN THE HIGH COURT OF DELHI AT NEW DELHI (CRIMINAL ORIGINAL JURISDICTION)

CRL.M.C. No. 0000 of 2026

Arjun Malhotra ... Petitioner
Versus
State (NCT of Delhi) and another ... Respondents

AFFIDAVIT

I, **Arjun Malhotra**, son of Suresh Malhotra, aged 46 years, resident of Flat 4B, Sunrise Apartments, Sector 9, Dwarka, New Delhi 110075, do solemnly affirm and declare as follows:

1. I am the Petitioner in the accompanying petition and a director of Northwind Polymers Private Limited. I know the facts of the case and I am competent to swear this affidavit.

2. The accompanying petition has been drafted by my counsel on my instructions. I have read it, or it has been read over and explained to me in Hindi, and I have understood it.

3. The contents of paragraphs 1 to 7 and 9 of the petition and of the synopsis and list of dates are true and correct to my knowledge and are based on the records of the Company. The contents of paragraph 8 (Grounds) are legal submissions made on the advice of my counsel, which I believe to be correct. Paragraph 4 summarises the FIR, a copy of which is Annexure P-1.

4. The annexures are true copies of their originals, which are in the possession of the Company or have been obtained from the police station.

5. I have not filed any other petition for quashing the FIR in any court, and none is pending.

6. I know that making a false statement in this affidavit is an offence punishable under section 229 of the Bharatiya Nyaya Sanhita, 2023.

DEPONENT

VERIFICATION

Verified at New Delhi on 20 November 2026 that the contents of paragraphs 1 to 5 of this affidavit are true and correct to my knowledge, that no part of it is false, and that nothing material has been concealed.

DEPONENT

IN THE HIGH COURT OF DELHI AT NEW DELHI (CRIMINAL ORIGINAL

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JURISDICTION)

CRL.M.A. No. 0000 of 2026inCRL.M.C. No. 0000 of 2026

Arjun Malhotra ... Petitioner

Versus

State (NCT of Delhi) and another ... Respondents

APPLICATION ON BEHALF OF THE PETITIONER UNDER SECTION 528 OF THE BHARATIYA NAGARIK SURAKSHA SANHITA, 2023, FOR INTERIM PROTECTION DURING THE PENDENCY OF THE PETITION

MOST RESPECTFULLY SHOWETH:

1. The Petitioner has filed the accompanying petition for quashing the FIR. Its contents are not repeated here for brevity, and the Petitioner relies on them as part of this application.

2. The Petitioner is aware that an interim order staying investigation, or directing that no coercive steps be taken, is not to be passed as a matter of routine while a quashing petition is pending, and that an accused is ordinarily left to seek anticipatory bail (Neeharika Infrastructure Pvt. Ltd. v. State of Maharashtra, Crl. A. 330 of 2021). He also accepts that an FIR is not an encyclopaedia of every fact, and that the Court will not go into the merits while the investigation is in progress.

3. The Petitioner submits that this is an exceptional case, for these brief reasons:

(a) the dispute is a commercial claim for payment for goods sold and delivered, which Respondent No. 2 admitted in writing and which is pending before the civil court;

(b) the complaint behind the FIR was made about two weeks after the Firm was served with summons in the Company's recovery suit;

(c) the Petitioner has joined the investigation whenever called and has produced every document sought, so his custody is not needed for the investigation; and

(d) the Petitioner has no criminal antecedents and cannot leave the country, as he will undertake below.

4. The Petitioner does not ask for a stay of the investigation. He asks only for protection from arrest while the petition is pending, and he offers these undertakings:

(a) he will join the investigation whenever the IO gives him at least 3 days' written notice;

(b) he will not leave India without the permission of this Hon'ble Court; and

(c) he will not contact Respondent No. 2 about the FIR, except through counsel or in the civil suit.

PRAYER

It is therefore prayed that this Hon'ble Court may be pleased to:

(a) direct that, during the pendency of the petition, the Petitioner shall not be arrested in FIR No. 0214/2026, Police Station Westgate Industrial Area, on the condition that he joins the investigation as and when required and abides by the undertakings in paragraph 4; and

(b) record brief reasons for the interim order and make clear what it permits and prohibits, so that the IO can comply; and

(c) pass any other order that this Hon'ble Court considers just.

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PETITIONER

Meera Iyer, through Advocate

Place: New Delhi
Date: 20 November 2026

(Supported by an affidavit of the Petitioner in the form filed with the petition.)

IN THE HIGH COURT OF DELHI AT NEW DELHI (CRIMINAL ORIGINAL JURISDICTION)

CRL.M.A. No. 0001 of 2026 in CRL.M.C. No. 0000 of 2026

Arjun Malhotra ... Petitioner

Versus

State (NCT of Delhi) and another ... Respondents

APPLICATION ON BEHALF OF THE PETITIONER FOR EXEMPTION FROM FILING CERTIFIED COPIES, TYPED COPIES AND ANNEXURES WITH PROPER MARGINS

MOST RESPECTFULLY SHOWETH:

1. The Petitioner has filed the accompanying petition for quashing the FIR.
2. The copy of the FIR (Annexure P-1) was supplied to the Petitioner by the police station and is not a certified copy. Some of the delivery challans in Annexure P-3 (colly) are faint carbon copies and have narrow margins. Typing them out would add many pages without helping the Court.
3. The Petitioner undertakes to file certified, typed or clearer copies of any of these documents if the Hon'ble Court or the Registry so directs, and to produce the originals at the hearing if required.

PRAYER

It is therefore prayed that this Hon'ble Court may be pleased to exempt the Petitioner from filing certified copies of Annexure P-1, typed copies of the faint annexures and annexures with proper margins, and pass any other order that it considers just.

PETITIONER

Meera Iyer, through Advocate

Place: New Delhi
Date: 20 November 2026

LIST OF ANNEXURES

Annexure P-1: True copy of FIR No. 0214/2026 dated 27 June 2026, Police Station Westgate Industrial Area.

Annexure P-2: True copy of the supply agreement dated 10 March 2025 between the Company and the Firm, including clauses 6.3 and 9.1.

Annexure P-3 (colly): True copies of the 14 invoices, the delivery challans signed by the Firm's store staff, the e-way bills, and the ledger statement of the Firm's account showing payments of Rs. 78,15,000, the adjustment of the advance of Rs. 12,00,000 and the balance of Rs. 48,25,000.

Annexure P-4: True copy of the e-mail of Respondent No. 2 dated 15 October 2025 acknowledging the balance, with the e-mail header.

Annexure P-5 (colly): True copies of the legal notice dated 20 January 2026 with postal proof, the reply dated 2 March 2026, the plaint in CS (COMM) 0000 of 2026, and the summons dated 22 April

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2026 with the report of service.

Annexure P-6 (colly): True copies of the IO's notice dated 10 July 2026 and the Petitioner's letters handing over documents on 18 July 2026 and 2 August 2026.

(A charge sheet, cognizance order or summoning order, if passed while the petition is pending, is filed later as Annexure P-7 with an application to place it on record.)

VAKALATNAMA AND PROOF OF ADVANCE SERVICE

1. A vakalatnama executed by the Petitioner in favour of **Meera Iyer**, Advocate, Enrolment No. D/0000/2012, and accepted by the advocate, is filed with the petition.
2. Court fee is affixed or paid electronically as required by the Registry for a CRL.M.C. and for each CRL.M.A. The amount differs between High Courts, so confirm it with the filing counter or the e-filing portal before filing.
3. **Proof of advance service:** a complete copy of the petition with all annexures and both applications was delivered on 18 November 2026:

(a) to the office of the Additional Public Prosecutor for the State (NCT of Delhi), High Court of Delhi, against a receipt stamped with the date of delivery; and

(b) to Respondent No. 2 at Unit 8, Block C, Westgate Industrial Area, New Delhi 110020, by speed post and by e-mail, with the tracking report and e-mail confirmation.

The receipt and tracking report are filed with the notice of motion.

Meera Iyer
Advocate for the Petitioner
Place: New Delhi
Date: 20 November 2026

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