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

CNR No. DLHC010351002026

+ **W.P.(CRL) 2306/2026**

MEGHA SURI & ORS.

.....Petitioners

Through: Mr. Manav Bhalla, Adv. with
petitioners in person
versus

STATE NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Anand V Khatri, ASC for State
SI Satish Kumar, PS.: Prashant
Vihar with SI Satish Kumar, PS:
Prashant Vihar
Mr. Rupender Chauhan, Advocate
for R-2 & R-3 with R-2 & 3 in
person

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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25.08.2026

CRL.M.A. 26352/2026

1. By virtue of the present application, the petitioners seek to place on record the fresh Memorandum of Understanding dated 04.08.2026 alongwith the accompanying affidavits.
2. For the reasons stated in the application, the same is allowed and the fresh Memorandum of Understanding dated 04.08.2026 alongwith the accompanying affidavits filed by the petitioners is taken on record.
3. As such, the present application is disposed of.

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4. By virtue of the present petition under *Article 226* of the Constitution of India read with *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023, the petitioners seek quashing of FIR No.36/2026 dated 31.01.2026 registered at PS: Prashant Vihar, Delhi under *Sections 420/34* of the Indian Penal Code, 1860 (**IPC**) [*Sections 290/125(1)/3(5)* of the Bharatiya Nyaya Sanhita (**BNS**)] and all proceedings emanating therefrom, in view of Memorandum of Understanding dated 04.08.2026, whereby the petitioners and the respondent nos.2 and 3 have mutually resolved their disputes.

5. Issue notice.

6. Learned APP accepts notice and submits that he has no objection to the quashing of the aforesaid FIR.

7. Learned counsel for the respondent nos.2 and 3 also accept notice and submit that the respondent nos.2 and 3 have no objection if the present petition is allowed.

8. This Court has further had the occasion of interacting with the petitioners as well as the respondent nos.2 and 3, who all are present in Court. They affirm the terms of the aforesaid Memorandum of Understanding dated 04.08.2026, whereby out of total settlement amount of Rs.4,00,000/-, the petitioners have already paid them the settlement amount of Rs.2,00,000/- and the remaining sum of Rs.2,00,000/- has been paid to them by way of a Cheque being cheque No.077070 dated 24.08.2026 drawn on ICICI Bank as full and final settlement of all their present, past and future claims and as such, the parties have agreed to put a quietus to their disputes. Respondent nos.2 and 3 hence submit that they do not wish to continue with the aforesaid FIR against the petitioners.



9. The petitioners and the respondent nos.2 and 3, present in Court, as well as their credentials, as on record, have been duly identified by the IO.

10. As noted above, a settlement based on mutual terms between the petitioners and the respondent nos.2 and 3 is the basis of filing the present petition, which is accompanied by their respective affidavit(s) *qua* the said effect. In view thereof, the present is a fit case for quashing the aforesaid FIR. Accordingly, following the law laid down by the Hon'ble Supreme Court in ***Jitendra Raghuvanshi & Ors. vs. Babita Raghuvanshi & Anr.: (2013) 4 SCC 58***, ***Gian Singh vs. State of Punjab & Anr.: (2012) 10 SCC 303*** and ***Narinder Singh & Ors. vs. State of Punjab & Anr.: (2014) 6 SCC 466***, and also since there is nothing left to corroborate and prove the case of the prosecution, continuation of the present FIR will be an exercise in futility.

11. Accordingly, the present petition is allowed and FIR No.36/2026 dated 31.01.2026 registered at PS: Prashant Vihar, Delhi under *Sections 420/34* of the IPC [*Sections 290/125(1)/3(5)* of the BNS] and all proceedings emanating therefrom are hereby quashed.

12. As such, the present petition, alongwith the pending application, is disposed of in the aforesaid terms.

SAURABH BANERJEE, J

AUGUST 25, 2026/So