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

CNR No. DLHC010396912026

+ **W.P.(CRL) 2577/2026, CRL.M.A. 26066/2026**

ANKUR KOHLI

.....Petitioner

Through: Dr. Alok, Ms. Anchal Budhraj,
Mr. Siddharth Narang, Mr.
Dhananjay Mittal, Mr. Mayank
Deswal. Mr. Shivam, Ms. Shruti
and Mr. Aryan Verma, Advs. with
petitioner in person

versus

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

Through: Mr. Rahul Tyagi, ASC for State
with SI Pradeep Kadiyan and SI
Rani Narwal, PS.: Rajouri Garden
Mr. Jatin Bhatia, Adv. for R-2 with
R-2 present in person

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

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24.08.2026

1. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**), the petitioners seek quashing of FIR No.641/2024 dated 28.10.2024 registered at PS.: Rajouri Garden, Delhi under *Sections 318(4)/338/336(3)/340(2)* of the Bharatiya Nyaya Sanhita, 2023 (**BNS**) and all proceedings emanating therefrom as the petitioner and respondent no.2 have mutually settled all their disputes



before the Delhi High Court Mediation and Conciliation Centre, Delhi High Court, Sher Shah Road New Delhi *vide* a common Settlement Agreement dated 08.04.2026 (**Annexure B**).

2. Issue notice.

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

4. Learned counsel for the respondent no.2 also accepts notice and submits that the respondent no.2 has no objection if the present petition is allowed.

5. This Court has further had the occasion of interacting with the petitioner as well as the respondent no.2, who all are present in Court. They affirm the terms of the aforesaid Settlement Agreement dated 08.04.2026, whereby out of total settlement amount of Rs.1,95,00,0000/-, the petitioner has paid the respondent no.2 a sum of Rs.1,35,00,000/- and the remaining sum of Rs.60,00,000/- has been paid to her by way of a Demand Draft being DD No.516510 dated 12.08.2026 drawn on ICICI Bank as full and final settlement of all his present, past and future claims and as such, the parties have agreed to put a quietus to their disputes. Respondent no.2 hence submits that she does not wish to continue with the aforesaid FIR against the petitioner.

6. As such, the petitioner has handed over the physical possession and keys of the property bearing no: H. No. J-7/100, Upper Ground Floor and First Floor, Rajouri Garden, New Delhi-110027 in compliance with *clause* 3 of the aforesaid Settlement Agreement dated 08.04.2026.

7. The petitioner and the respondent no.2, present in Court, as well as their credentials, as on record, have been duly identified by the IO.



8. As noted above, a settlement based on mutual terms between the petitioner and the respondent no.2 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 Raguvanshi & 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.

9. Accordingly, the present petition is allowed and FIR No.641/2024 dated 28.10.2024 registered at PS.: Rajouri Garden, Delhi under *Sections 318(4)/338/336(3)/340(2)* of the BNS and all proceedings emanating therefrom are hereby quashed.

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

SAURABH BANERJEE, J

AUGUST 24, 2026/bh