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

+ **CRL.M.C. 7687/2024**

NARPAL SINGH

.....Petitioner

Through: Mr. K.K. Manan, Senior Advocate
along with Mr. Ankush Narang, Mr.
Karmanya Singh Choudhary, Mr.
Savita Sethi, Mr. Nitin, Advocates.

versus

STATE NCT OF DELHI & ORS.

.....Respondents

Through: Ms. Shubhi Gupta, APP for the State.
Mr. Rajinder Singh, Mr. Moinuddin
Khan, Mr. Digvijay Singh, Mr.
Vibhor Tyagi, Advocates for R 2 to 4
with SI Niranjana Kumar, P.S.: EOW.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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27.09.2024

CRL.M.A. 29336/2024 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed-of.

CRL.M.C. 7687/2024

By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioner seeks quashing of case FIR No. 91/2009 dated 13.05.2009 registered under sections 420/468/467/471 of the Indian Penal Code, 1860 ('IPC') at P.S.: Greater Kailash, Delhi.



2. The petition is premised on Memorandum of Understanding dated 19.09.2024, whereby the petitioner and respondents No. 2 to 4 have resolved the matter amicably.
3. The petition is supported by affidavits of the petitioner and of respondents Nos. 2 to 4, alongwith proof of their I.D.s.
4. Respondents Nos.2 to 4 are present in court. They are respectively the 02 sons and daughter of late Amarjit Kaur, who (latter) was the complainant in the subject FIR. They confirm that their mother as well as their father have both passed-away. Copies of the death certificates of the parents have been appended to the petition. Respondent Nos. 2 to 4 have also confirmed that there are no other Class-I legal heirs of their late parents.
5. It is submitted that the disputes leading to the registration of the subject FIR arose in connection with a property; and the allegation was that certain documents concerning the subject property submitted to governmental authorities for purposes of mutation, were forged. The said respondents also confirm that they have resolved their disputes with the petitioner, who is their maternal uncle; and that they have signed Memorandum of Understanding dated 19.09.2024 ('MoU'), under which the parties are to perform various acts in cooperation with each other so that the title of the subject property is transferred back to respondents Nos. 2 to 4 jointly. Under the terms of the MoU the parties have also undertaken to withdraw various proceedings filed against each other.
6. The petitioner/Shri Narpal Singh has joined *via* video-conferencing from Ludhiana. He is stated to be bed-ridden. A medical certificate



dated 21.09.2024 issued by the Ludhiana Laparoscopic Surgical Clinic in support of the petitioner's medical condition has been appended to the petition. The court has interacted with the petitioner, who also confirms the terms of the MoU; and also undertakes that he shall remain bound by the terms of the MoU and shall perform his obligations thereunder.

7. The parties have categorically stated that they wish to have the subject FIR quashed, in order to first restore goodwill and harmony within the family; consequent whereupon, they would take other steps and actions as contemplated in the MoU.
8. Ms. Shubhi Gupta, learned APP confirms that the State has no objection to the subject FIR being quashed.
9. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties, who are family members.
10. Accordingly, FIR No. 91/2009 dated 13.05.2009 registered under sections 420/468/467/471 IPC at P.S.: Greater Kailash, New Delhi is quashed. All proceedings arising therefrom also stand closed.



11. All parties shall remain bound by the terms of Memorandum of Understanding dated 19.09.2024 and shall perform their obligations respective thereunder scrupulously.
12. Petition stands disposed-of in the above terms.
13. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

SEPTEMBER 27, 2024