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

+ **CRL.M.C. 1367/2025**

POOJA SAWHNEY

.....Petitioner

Through: Mr. Pankaj Vivek, Mr. Tarun Kumar,
Adv. with the petitioner in person

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Satish Kumar, APP for State with
Ms. Divya Bakshi, Adv. along with SI Krishna, PS
Dwarka Sector 23

Mr. A. N. Aggarwal, Adv. for R-2 with
Respondent no. 2 in person

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

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04.11.2025

12. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") has been filed by the petitioner praying for quashing of FIR no. 307/2018 registered at Police Station - Sector 23 Dwarka for the offences punishable under Sections 468/471/420 of the Indian Penal Code, 1860 (hereinafter "IPC").

13. The allegation in the present FIR is that Ms. Pooja Sawhney, although she was the original allottee of flat B-202, Chitrakoot Dham CGHS, Plot-2, Sector-19, Dwarka, had already sold the flat to Smt. Kusum Singh on 19.04.2011 for Rs. 52,50,000/- by duly executing all documents and handing over original share certificate, possession letter, allotment letter etc. Thereafter the complainant Narender Sharma purchased the same flat from



Kusum Singh through her GPA holder Jitender Singh on 24.02.2016 for Rs.90,00,000/- and became the absolute owner and was paying all maintenance charges. When he applied before DDA on 10.11.2017 for conversion of leasehold to freehold in his own name, he came to know that a conveyance deed in respect of the same flat had already been issued in favour of Pooja Sawhney. Hence the complaint says that Pooja Sawhney fraudulently and dishonestly submitted false and fabricated documents to DDA to get a fresh conveyance deed issued in her own name even after having sold away all her rights in 2011, and therefore, the FIR came to be registered.

14. It is submitted that the petitioner and respondent no. 2 have now settled their disputes amicably and are now moving forward towards a peaceful and harmonious future.

15. Compromise deed dated 01.12.2023 is on record and has been annexed as Annexure P-3. Qua this deed, the respondent no. 2 has agreed to withdraw the case arising out of FIR No.307/2018 registered at Police Station Sector 23 Dwarka against the petitioners.

16. It is prayed by the learned counsel appearing on behalf of the parties that the instant FIR may be quashed on the basis of the compromise.

17. Learned APP for the State submits that there is no opposition to the prayer made by the petitioners seeking quashing of the FIR in question in view of the settlement arrived at between the parties.

18. Heard learned counsel for the parties and perused the record.

19. The petitioner is present before this Court and have been identified by their counsel and Investigating Officer, Police Station Sector 23 Dwarka.



Respondent no. 2 is also present in the Court and has been identified by her counsel and the Investigating Officer.

20. On a query made by this Court, respondent no. 2 has categorically stated that he has entered into compromise on his own free will and without any pressure. It is also stated by him that the entire dispute has been amicably settled between the parties.

21. Keeping in view the fact that the matter stands amicably settled between the petitioner and respondent no. 2 without any pressure, no fruitful purpose would be served by keeping the matter pending.

22. It is, thus, in the interest of justice to quash the afore-mentioned FIR and the proceedings emanating therefrom.

23. In the present case, since the State machinery has been put into motion and the police has concluded the investigation and has filed the charge-sheet, and further the judicial time has also been wasted, it is deemed appropriate to impose cost on the petitioner and respondent no. 2. In the facts and circumstances of the present case, the petitioner and the respondent no. 2 are directed to deposit a cost of ₹25,000/- each with the Delhi High Court Legal Services Committee and CDCBA Members Welfare Fund, respectively within a period of one week from today.

24. Hence, in light of the judgment of the Hon'ble Supreme Court passed in **Gian Singh vs. State of Punjab (2012) 10 SCC 303**, FIR no. 307/2018 registered at Police Station Sector 23 Dwarka for the offences punishable under Sections 468/471/420 of the IPC, and consequent proceedings emanating therefrom, are quashed *qua* the present petitioner, subject to payment of cost of ₹25,000/- each by the petitioner and the respondent no. 2 which shall be deposited with the Delhi High Court Legal Services



Committee and CDCBA Members Welfare Fund, Account bearing No. 33640110020388 (IFSC Code: UCBA0003364) maintained with the UCO Bank, Rouse Avenue Court Complex, New Delhi, respectively within a period of one week from today. The receipt of payment is to be deposited and verified by the concerned IO.

25. The petition alongwith pending application(s), if any, stands disposed of.

AJAY DIGPAUL, J

NOVEMBER 4, 2025

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