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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of decision: 14.05.2025**+ **CRL.M.C. 2143/2025****HEMANT BHARDWAJ & ORS.Petitioners****Through: Mr. Manoj Kumar Sharma,
Adv.****versus****THE STATE OF NCT OF DELHI & ANR.Respondents****Through: Mr. Raghuinder Verma, APP
for State with SI Abhay Bhati,
PS Madhu Vihar.****CORAM:****HON'BLE MS. JUSTICE SHALINDER KAUR****SHALINDER KAUR, J (ORAL)****CRL.M.A. 13882/2025**

1. The present application has been filed by the petitioners seeking early hearing of the petition.
2. The respondent No. 1 as well as respondent no. 2 has no objection to the same.
3. Accordingly, the application is allowed.
4. The petition is taken up for hearing today itself.

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5. The present petition has been filed by the petitioners under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking to quash the FIR No. 315/2020 dated 15.10.2020 for offences under Sections 448/420/468/471/120B/34, registered at Police Station



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Madhu Vihar (“subject FIR”) and all consequential proceedings arising therefrom.

6. The learned counsel for the petitioners submits that the petitioner no. 1 is the seller and the respondent no. 2 is the buyer of the property in question. Due to the lockdown, the respondent no. 2 could not visit the said property after January, and upon visiting on 12.10.2020, he found it illegally occupied by petitioner no. 3, who allegedly claims to have purchased the property from petitioner no. 1 via petitioner no. 2. He submits that the unauthorized possession of the said property by the petitioner no. 3, led to the registration of the subject FIR and filing of consequent litigation by the respondent no. 2.

7. The learned counsel further submits that during the pendency of the litigation, the parties were referred to the Delhi Mediation Centre, Karkardooma Court, Delhi, wherein, they have arrived at an amicable and voluntary resolution of all disputes persisting between them.

8. The present petition is premised on the assertion that the dispute inter se the parties stand amicably resolved, of their own volition, uninfluenced by any coercion, compulsion or undue inducement. In furtherance thereof, a Memorandum of Understanding (MoU)/Settlement Deed dated 20.07.2024, has been duly executed between the petitioners and respondent No. 2. It is further submitted that, in terms of the said settlement, the respondent No. 2 has undertaken to withdraw all proceedings presently pending before various judicial fora. As per the terms of the MoU, the petitioners have agreed to pay a total sum of Rs.1,50,000/- to the respondent no.



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2, as a full and final settlement of all his claims pertaining to the loss of property and damages suffered at the property. The said MoU/Settlement Deed dated 20.07.2024, embodying the terms of settlement, has been placed on record.

9. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 05.05.2025 and they have been duly identified by the Investigating Officer and their respective counsels. The respondent no. 2, in his statement before the Joint Registrar (Judicial), has stated therein, that he has received the entire settlement amount, in terms of the said MoU/Settlement Deed, and has no objection if the subject FIR and all the consequential proceedings emanating therefrom is quashed.

10. Before this Court, the Investigating Officer has again identified the parties and they have confirmed that they are abiding by all the terms of the Settlement.

11. The respondent no. 2, who is present in court, upon being queried, confirms that he has received the entire sum of Rs. 1,50,000/-, in 5 instalments, wherein, 2 by the way of cheques and remaining 3 by the way of cash, as full and final settlement of all his claims pertaining to the damage caused to said property and no other litigation remains pending between the parties. Furthermore, he has no objection if the subject FIR is quashed.

12. In view of the foregoing, the learned counsel for the parties, jointly prayed for quashing of the subject FIR.

13. The learned APP on behalf of the state submits that the present



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case appears to be a dispute between the private parties and that there is no objection if the subject FIR is quashed.

14. In view of these circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.*: (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.*: (2014) 6 SCC 466, this Court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. In light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be a futile exercise and would not be conducive to peace and harmony between the parties.

15. In conspectus of the above facts and the MoU/Settlement Deed dated 20.07.2024, the subject FIR bearing No. 315/2020 dated 15.10.2020 for offences under Sections 448/420/468/471/120B/34, registered at Police Station Madhu Vihar and all consequential proceedings emanating therefrom, are hereby quashed.

16. The present petition is, accordingly, disposed of, in the aforesaid terms.

17. The next date of hearing already fixed, i.e., 18.07.2025, stands cancelled.

SHALINDER KAUR, J

MAY 14, 2025/SU/KP

[Click here to check corrigendum, if any](#)