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

+ **W.P.(CRL) 1853/2025 & CRL.M.A. 28654/2025**

AKHIL VIGH AND ORS.Petitioners

Through: Mr. Ranjan Doshi & Mr.
Varun Mittal, Advs.
Petitioners in person

versus

STATE OF DELHI NCT AND ANR.Respondents

Through: Mr. Yasir Rauf Ansari,
ASC for the State with Mr.
Alok Sharma, Adv.
ASI Manbir Singh, PS-
Bharat Nagar
R2 in person

CORAM:

HON'BLE MR. JUSTICE AMIT MAHAJAN

ORDER

16.10.2025

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1. The present petition is filed seeking quashing of FIR No. 281/2023 dated 13.03.2023, registered at Police Station Bharat Nagar, for offences under Sections 420/34 of the Indian Penal Code, 1860 ('IPC'). The FIR was registered on a complaint given by Respondent No. 2.

2. It is averred that Respondent No.2 had entered into an Agreement to Sell with Petitioner No. 1 on 21.06.2017 with respect to property no. C-12/1, Shop No. 1 & 2, Rana Pratap Bagh, Delhi, for a total sum of ₹35,00,000/-. Petitioner Nos. 2 and 3 were attesting witnesses of the aforesaid agreement. It is averred that out of the total consideration amount of ₹35,00,000/, an amount of ₹25,00,000/- was paid *via* cheque and the balance amount of ₹10,00,000/- was to be paid by Petitioner No. 1 to Respondent No.2 within a period of 90 days, when the actual



physical vacant possession was to be handed over to Petitioner No.1.

3. It is alleged that the balance amount of ₹10,00,000/- was never actually paid by Petitioner No. 1 to Respondent No.2. However, the Petitioners allegedly forged a receipt of payment of ₹10,00,000/- from Petitioner No.1 to Respondent No.2 so as to effectuate the Agreement to Sell dated 21.06.2017. It is averred that Petitioner No.1 also filed a civil suit against Respondent No.2 claiming specific performance of contract.

4. The present petition has been filed on the ground that the parties have amicably settled all their disputes before the Delhi Mediation Centre, Rohini District Courts, New Delhi on 22.12.2023, out of their own free will, without any coercion, pressure, undue influence, force, misrepresentation or mistake.

5. In terms of the settlement agreement dated 22.12.2023, the entire settlement amount of ₹25,00,000/- stands paid to Petitioner No.1.

6. The parties are present in person in Court and have been duly identified by the Investigating Officer.

7. On being asked, Respondent No.2 states that all the disputes have been resolved. He submits that the original documents of the property have been returned to him. He further states that he does not wish to pursue any proceedings arising out of the present FIR and has no objection if the same are quashed.

8. Offence under Section 420 of the IPC is compoundable in nature.

9. This Court is of the opinion that no useful purpose would be served by relegating the parties to the learned Trial Court for filing an application to compound the offences.



10. Keeping in view the nature of dispute and that the parties have amicably entered into a settlement, this Court feels that no useful purpose would be served by keeping the dispute alive and continuance of the proceedings would amount to abuse of the process of Court.

11. In view of the above, FIR No. 281/2023 and all consequential proceedings arising therefrom are quashed.

12. The present petition is allowed in aforesaid terms.

13. Pending application(s) also stand disposed of.

AMIT MAHAJAN, J

OCTOBER 16, 2025

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