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

+ **CRL.M.C. 5982/2025**

UTKARSH DEV GUPTA

.....Petitioner

Through: Mr. Kanisth and Mr. Luv Sharma,
Adv. with petitioner in person.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Raghuinder Verma, APP for State
with Mr. Aditya Vikram Singh, Adv. with SI
Sandeep, PS Vikaspuri.

Mr. Praveen Kumar, Adv. for respondent no.2
with respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

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27.08.2025

1. 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.78/2025 registered at Police Station Vikaspuri on 28.02.2025, for offences punishable under Sections 329(4)/332(c)/305/3(5) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter "BNS").
2. The brief facts of the case are that the complainant/respondent no.2, who had taken a shop on lease at Vikaspuri for running a wellness centre after paying security deposit, brokerage and carrying out substantial renovation, alleged that due to personal reasons she had kept the shop closed



for some time, whereafter on 29.01.2025 she found that petitioner, who is the landlord had broken open the lock, removed articles and put his own lock on the premises; despite initial assurances of return/compensation, no goods were restored, leading to registration of the FIR.

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

4. Settlement Agreement dated 30.07.2025 is on record and has been annexed as Annexure P-2. *Qua* this agreement, the respondent no. 2 has agreed to withdraw the case arising out of FIR No.78/2025 registered at Police Station Vikaspuri against the petitioner.

5. Learned counsel appearing on behalf of the petitioner submitted that respondent no. 2 has settled for a sum of ₹5,00,000/- and all disputes of any nature whatsoever, out of which the remaining amount of ₹4,00,000/- was agreed to be paid at the time of quashing of the FIR.

6. At this juncture, petitioner has handed over a Demand Draft bearing No. 242762 dated 27.08.2025 for the balance amount of ₹4,00,000/- in the name of respondent no. 2 today in the Court. The respondent no. 2 has verified the particulars of the Demand Draft to her satisfaction and stated them to be correct.

7. 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.

8. Learned APP for the State, who appears on advance notice, accepts notice and submits that there is no opposition to the prayer made by the petitioner seeking quashing of the FIR in question in view of the settlement arrived at between the parties.



9. Heard learned counsel for the parties and perused the record.
10. The petitioner is present before this Court and has been identified by his counsel and Investigating Officer, Police Station Vikaspuri. Respondent no. 2 is also present in the Court and has been identified by her counsel and the Investigating Officer.
11. On a query made by this Court, respondent no. 2 has categorically stated that she has entered into compromise on her own free will and without any pressure. It is also stated by her that the entire dispute has been amicably settled between the parties.
12. Keeping in view the fact that the matter stands amicably been settled between the petitioner and respondent no. 2 amicably without any pressure, no fruitful purpose would be served by keeping the matter pending.
13. It is, thus, in the interest of justice to quash the afore-mentioned FIR and the proceedings emanating therefrom.
14. 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.78/2025 registered at Police Station Vikaspuri, for offences punishable under Sections 329(4)/332(c)/305/3(5) of the BNS, and consequent proceedings emanating therefrom, are quashed.
15. The petition along-with pending application(s), if any, stands disposed of.

AJAY DIGPAUL, J

AUGUST 27, 2025/AS/yr