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

+ **CRL.REV.P.(NI) 19/2024, CRL.M.A. 22252/2025**

SHRI SANJAY

.....Petitioner

Through: Mr. Abhishek Chaturvedi, Advocate

versus

SHRI JAI PARAKSH

.....Respondent

Through: Mr. Shakti Singh Panwar, Advocate
along with respondent.

CORAM:

HON'BLE DR. JUSTICE SWARANA KANTA SHARMA

ORDER

% **01.08.2025**

CRL.M.A. 22253/2025 (exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.REV.P.(NI) 19/2024

3. By way of present petition, the petitioners seek setting aside of the impugned order dated 31.07.2024 for implementation of issuance of NBW, order dated 06.08.2024 in the Criminal Case No. 4527/2017 titled as "*Jai Prakash vs. Sanjay*", passed by the learned Judicial Magistrate, First Class-05, North District, Rohini Courts, Delhi.
4. The petitioner and respondent have appeared before this Court through video-conferencing. They have been identified by their counsels.
5. Briefly stated, the facts in brief are that the accused had approached the complainant in the month of August, 2016 and had requested him to



advance him a loan of Rs. 3,50,000/-. Thereafter the complainant had advanced a loan of Rs. 3,50,000/- to the accused on 10.08.2016 and the accused had assured the complainant to repay the said amount to him at the earliest. In order to discharge his liability, the accused had issued cheque bearing no. 126641 dated 04.07.2017 drawn on Syndicate Bank, Bawana for an amount of Rs.3,50,000/-. When the complainant presented the said cheque for encashment, the cheque was returned unpaid with remarks “*Funds Insufficient*” vide cheque returning memo dated 09.08.2017. Pursuant to which, the said complaint was filed by the complainant before the learned Trial Court. It is stated that both the parties have amicably settled the present matter vide Mediation Settlement Agreement dated 21.07.2025.

6. On a query made by this Court, respondent no.2 who has been identified by the concerned IO, has categorically stated that he has entered into compromise out of his own free will and without any pressure, coercion or threat. It is also stated by respondent no. 2 that the entire dispute has been amicably settled between the parties. Respondent no. 2 further states that the entire payment in this case has been made pursuant to a Mediation Settlement Agreement dated 21.07.2025 arrived at between the parties and has no objection if the present FIR is quashed.

7. In view of the above fact that the parties have amicably resolved their differences of their own free will, without any coercion and no useful purpose will be served by continuing the proceedings, rather the same would create further acrimony between them. It would thus be in interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.



8. Accordingly, impugned order dated 31.07.2024 for implementation of issuance of NBW, order dated 06.08.2024 in the Criminal Case No. 4527/2017 titled as “*Jai Prakash vs. Sanjay*”, passed by the learned Judicial Magistrate, First Class-05, North District, Rohini Courts, Delhi and all consequential proceedings emanating therefrom are quashed.
9. In view of the above, the present petition, along with pending application, stands disposed of.
10. The next date of hearing i.e. 16.09.2025 stands cancelled.
11. The order be uploaded on the website forthwith.

DR. SWARANA KANTA SHARMA, J

AUGUST 01, 2025/zp