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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 2774/2025**

RAKESH GUPTA & ORS.

.....Petitioners

Through: Mr. Syed Meesam Asghar, Advocate
with Petitioners in person.

versus

STATE NCT OF DELHI AND ANR

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel.
Mr. Sandeep Kumar, Advocate for
Respondent No.2 through VC.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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02.09.2025

1. Writ Petition under Article 226 of Constitution of India read with Section 528 of B.N.S.S. has been filed on behalf of the Petitioners for quashing of FIR No.0329/2025 under Sections 324(4)/3(5) BNS, registered at PS: Malviya Nagar, Delhi and all consequential proceedings emanating therefrom, in terms of Settlement Agreement dated 11.08.2025.
2. Issue Notice.
3. Learned Standing Counsel and learned Counsel for the Respondent No.2 appearing on advance Notice, accept Notice.
4. Brief facts of the case are that Respondent No.2/Complainant was tenant in the premises of Petitioners and there was dispute regarding handing over the possession of the said premises to the owner.
5. It is further submitted that on 06.07.2025, on complaint of Respondent No.2, FIR No.0329/2025 under Sections 324(4)/3(5) BNS was registered at PS: Malviya Nagar, Delhi.



6. It is submitted that the FIR was a consequence of disputes between Petitioners and Respondent No.2/Complainant regarding of the handing over the possession of the premises. It is stated that the Petitioners and Respondent No. 2 have amicably settled all the disputes and differences between them vide Settlement Agreement dated 11.08.2025 and the possession has been handed over to the Petitioners, who are landlords.

7. The parties are present before this Court in-person today and have been identified by their learned Counsel.

8. In view of Settlement Agreement dated 11.08.2025, present Petition has been filed.

9. The parties have endorsed the amicable Settlement and accepted the terms thereof voluntarily and have undertaken to remain bound by the terms of the Settlement.

10. The parties have submitted that all the disputes have been amicably settled vide Settlement Agreement dated 11.08.2025 and thus, no fruitful purpose will be served in continuing with the FIR.

11. The present Petition has been signed by the Petitioners and is supported by their Affidavits. The parties have reaffirmed the terms of Settlement Agreement dated 11.08.2025 and they submit that the said Settlement has been arrived at between the parties, without any pressure and coercion.

12. Respondent No. 2 states that she has received all amounts due to her and has no objection if the FIR is quashed.

13. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a tenant and landlord matter, no useful purpose will be served in continuing with the proceedings, rather the same would



create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

14. Moreover, there is no legal impediment in quashing the aforesaid FIR in question.

15. Consequently, FIR No.0329/2025 under Sections 324(4)/3(5) BNS, registered at PS: Malviya Nagar, Delhi and all consequential proceedings emanating therefrom are quashed.

16. The Petition along with pending Application is disposed of.

NEENA BANSAL KRISHNA, J.

SEPTEMBER 02, 2025/R