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

+ **W.P.(CRL) 3196/2025 & CRL.M.A. 29259/2025**

RAHUL SINGH

.....Petitioner

Through: Mr. Nishant Sharma, Adv. along with
petitioner

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Amol Sinha, ASC for State with
Mr. Kshitiz Garg, Mr. Ashvini Kumar, Mr. Nitish
Dhawan, Mr. Chavi Lazarus and Mr. Manan
Wadhwa, Advs.

SI Jitendra Yadav, PS Mohan Garden along with
R-2

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

26.09.2025

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1. The instant petition under Article 226 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") [earlier Section 482 of the Code of Criminal Procedure, 1973 (hereinafter "CrPC")] has been filed by the petitioner praying for quashing of FIR No. 293/2023 registered at Police Station Mohan Garden for the offences punishable under Sections 420/467/468/471/34 of the Indian Penal Code, 1860 (hereinafter "IPC").

2. The brief facts of the case are that respondent no. 2, having friendly relations with the petitioner, agreed in April 2014 to purchase Plot Nos. 54 & 55, Om Vihar, Uttam Nagar, Delhi, measuring 25 sq. yards, for a total consideration of Rs. 9,50,000/-, which was duly paid by January 2015 and



sale documents were executed, but possession was withheld on the pretext of pending furnishing. Meanwhile, the petitioner induced respondent no. 2 to purchase another property, Plot No. 122-A at Mohan Garden, for Rs. 7,00,000/- with a promise to buy it back at Rs. 9,00,000/-, but it was later discovered that the documents were forged and the seller had no title. Complaints were lodged, counter FIRs were fabricated against respondent no. 2, and an oral settlement in January 2015 led to execution of documents for another 40 sq. yard property, but again possession was denied. In March 2019, a compromise was executed where the complainant accepted Rs. 4,00,000/- under compulsion and returned documents of the substitute property, while the petitioner undertook to hand over possession of the original property (Plots 54 & 55) by 01.08.2019, which was never honoured. Consequent thereto, the FIR was filed.

3. Learned counsel appearing on behalf of the petitioner has 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 deed dated 07.05.2025 is on record and has been annexed as “Annexure P-2”. *Qua* this deed, the respondent no. 2 has agreed to withdraw the case arising out of FIR No. 293/2023 registered at Police Station Mohan Garden against the petitioner. In pursuance of the Settlement Deed, the petitioner has agreed to pay a total amount of ₹5,25,000/- to the respondent no. 2 as full and final settlement, out of which ₹1,25,000/- was agreed to be paid at the time of quashing of the present FIR.

5. At this juncture, the petitioner has handed over a Demand Draft bearing No. 961601 dated 25.09.2025 for the amount of ₹1,25,000/- in the name of respondent no. 2 today in the Court. Respondent no. 2 has verified



the particulars of the Demand Draft to his satisfaction and stated them to be correct.

6. 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.

7. Learned ASC 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.

8. Heard learned counsel for the parties and perused the record.

9. The petitioner is present before this Court and has been identified by his counsel and Investigating Officer, Police Station Mohan Garden. Respondent no. 2 is also present in the Court and has been identified by his counsel and the Investigating Officer.

10. On a query made by this Court, respondent no. 2 has categorically stated that he has entered into compromise on his own free will and without any pressure. It is also stated by him that the entire dispute has been amicably settled between the parties.

11. Keeping in view the fact that the matter stands amicably settled between the petitioner and respondent no. 2 without any pressure, no fruitful purpose would be served by keeping the matter pending.

12. In view of the fact that the parties have arrived at a settlement, no useful purpose will be served in continuing the proceedings, rather the same would create further acrimony between them. Further in view of the fact that the parties have arrived at settlement, the chances of ultimate conviction of the accused persons are also bleak.

13. It is, thus, in the interest of justice to quash the aforementioned FIR



and the proceedings emanating therefrom.

14. In the present case, the State machinery has been put into motion, it is deemed appropriate to impose cost on the petitioner as well as respondent no. 2. In the facts and circumstances of the present case, the petitioner and respondent no. 2 are directed to deposit a cost of Rs. 10,000/- each with the CDCBA Members Welfare Fund within a period of two weeks from today.

15. Hence, in light of the judgment of the Hon'ble Supreme Court passed in ***Gian Singh v. State of Punjab* (2012) 10 SCC 303**, FIR No. 293/2023 registered at Police Station Mohan Garden for the offences punishable under Sections 420/467/468/471/34 of the IPC, and consequent proceedings emanating therefrom, are quashed *qua* the present petitioner, subject to payment of cost of Rs. 10,000/- each to the CDCBA Members Welfare Fund, Account bearing No. 33640110020388 (IFSC Code: UCBA0003364) maintained with the UCO Bank, Rouse Avenue Court Complex, New Delhi payable by petitioner and respondent no. 2. The receipt of payment is to be deposited and verified by the concerned Investigating Officer.

16. The petition alongwith pending application(s), if any, stands disposed of.

AJAY DIGPAUL, J

SEPTEMBER 26, 2025/ar/yr