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

+ **W.P.(CRL) 3784/2025 & CRL.M.A. 34146/2025**

SATISH AGGARWAL & ORS.

.....Petitioners

Through: Mr. Rishabh Sharma, Adv. along with
petitioners

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel for
State with SI Mohit Kumar, PS Connaught Place
Mr. Gagan Kumar, Adv. for R-2 along with R-2

CORAM:

HON'BLE MR. JUSTICE AJAY DIGPAUL

ORDER

18.11.2025

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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 (earlier Section 482 of the Code of Criminal Procedure, 1973) has been filed by the petitioners praying for quashing of FIR No. 128/2025 registered at Police Station Connaught Place for the offences punishable under Sections 318(4)/61(2) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter "BNS").

2. The brief facts of the case are that petitioner no. 1 and respondent no. 2 entered into an Agreement to Sell dated 20.07.2024 for the transfer of property comprising Khasra No. 320B, Plot Nos. 12 to 20, forming part of Bhumidari land under Account No. 00150 (Fasli Year 1415-1420), admeasuring 1556 sq. yards, situated at Dharmawala, Pachhwadon, Tehsil Vikas Nagar, District Dehradun, Uttarakhand, for a total sale consideration



of ₹1,05,00,000/-. Respondent no. 2 allegedly paid a total amount of ₹53,00,000/- in part consideration to petitioner nos. 1 and 2 in multiple instalments pursuant to the said agreement. According to the FIR, despite assurances and an extension agreement dated 26.12.2024, the petitioners did not execute the sale deed. Pursuant thereto, the present FIR came to be registered on 12.06.2025 against petitioner nos. 1 to 3.

3. Learned counsel appearing on behalf of the petitioners submitted that the petitioners and respondent no. 2 have settled their disputes amicably and are now moving forward towards a peaceful and harmonious future.

4. Memorandum of Understanding (hereinafter, “MoU”) dated 22.06.2025 is on record and has been annexed as “Annexure 2”. In pursuance of the said MoU, the petitioners have agreed to pay a total settlement amount of ₹70,00,000/- to respondent no. 2, including his claims towards interest, damages and compensation for the delay in execution of the sale deed, through part-payment already made, two post-dated cheques of ₹25,00,000/- each dated 22.07.2025 and 22.08.2025, and a final demand draft of ₹10,00,000/- to be handed over at the time of quashing.

5. Learned counsel appearing on behalf of the petitioners submitted that respondent no. 2 has settled all his claims for a total sum of ₹70,00,000/-, out of which a remaining amount of ₹10,00,000/- was agreed to be paid at the time of quashing of the FIR.

6. At this juncture, petitioners have handed over a Demand Draft bearing No. 132594 dated 22.09.2025 for the balance amount of ₹10,00,000/- 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.



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 Standing Counsel for the State, who appears on advance notice, accepts notice and submits that there is no opposition to the prayer made by the petitioners 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 petitioners are present before this Court and have been identified by their counsel and Investigating Officer, Police Station Connaught Place. Respondent no. 2 is also present in the Court and has been identified by the counsel and the Investigating Officer.
11. 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.
12. Keeping in view the fact that the matter stands amicably settled between the petitioners and respondent no. 2 without any pressure, no fruitful purpose would be served by keeping the matter pending.
13. 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.
14. It is, thus, in the interest of justice to quash the afore-mentioned FIR and the proceedings emanating therefrom.
15. In the present case, the State machinery has been put into motion and the judicial time has also been wasted, it is deemed appropriate to impose cost upon the petitioners as well as respondent no. 2. In the facts and



circumstances of the present case, the petitioners are directed to deposit cost of ₹25,000/- with the Delhi High Court Staff Welfare Fund within a period of two weeks from today. Respondent no. 2 is also directed to deposit a cost of ₹25,000/- with the Delhi High Court Staff Welfare Fund within a period of two weeks from today.

16. 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. 128/2025 registered at Police Station Connaught Place for the offences punishable under Sections 318(4)/61(2) of the BNS, and consequent proceedings emanating therefrom, are quashed *qua* the present petitioners, subject to payment of cost of ₹25,000/- to the Delhi High Court Staff Welfare Fund [Account No. 15530110074442; IFSC : UCBA0001553] payable by the petitioners and cost of ₹25,000/- to the Delhi High Court Staff Welfare Fund [Account No. 15530110074442; IFSC : UCBA0001553] payable by the respondent no. 2 within a period of two weeks from today. The receipt of payment is to be deposited and verified by the concerned IO.

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

AJAY DIGPAUL, J

NOVEMBER 18, 2025/AS/yr