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

+ **W.P.(CRL) 3864/2025**

MOHIT GUPTA & ANR.

.....Petitioners

Through: Petitioners in person with Counsel.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Anand V. Khatri, ASC for State
with Mr. Aditya Khatri, Advocate
and SI Anubhav, PS: Shakarpur.
Mr. Keshav Kumar Verma and
Mr. Kunal Verma, Advs. for R-2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

17.12.2025

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1. Writ Petition under Article 226 of Constitution of India read with Section 528 B.N.S.S. has been filed on behalf of the Petitioners for quashing of FIR No.0135/2025 under Sections 318(4)/3(5) BNS, 2023, registered at PS: Shakarpur, Delhi and all consequential proceedings emanating therefrom, in terms of Memorandum of Understanding cum Compromise Deeds dated 10.05.2025 and 04.06.2025.
2. As per the submissions made, there was a dispute *inter se* Petitioners and Respondent No.2, who were Directors / share-holder in Private Limited Company from which the Petitioners had resigned. They owed Rs.63 lacs to Respondent No.2.
3. Therefore, vide MoU dated 10.05.2025, Petitioners and Respondent No.2 agreed for transfer of one property to Respondent No.2, which was implemented and property was transferred in the name of Respondent No.2's



wife to adjust the settled amount of Rs.45 lacs.

4. However, subsequently, Respondent No.2 claimed that the sale value of the property in question was much less than that and therefore, they entered into another Compromise Deed dated 04.06.2025, whereby the value of the property in question was assessed as Rs.36 lacs, but the parties agreed to settle it for another Rs.5,00,000/-, which were duly paid by the Petitioners to Respondent No.2.

5. Now, when the matter has been fixed for quashing of FIR, which is supported by Affidavit of Respondent No.2 as well, objection is taken that the value of the property is much less than the settled amount of Rs.36 lacs. Therefore, Respondent No.2 is not inclined to come forward for recording of statement.

6. From the above narrations of two compromise deeds, it is evident that the Complainant after making due assessment, had arrived at the settlement and the sale deed of the property in question has also been made in favour of Respondent No.2's wife, in terms of the Compromise Deed.

7. It clearly reflects that the value of property may not be what was estimated by Respondent No.2, but that cannot be a ground to retract from the settlement. It is quite evident from these two Compromise Deeds that the parties have voluntarily settled the matter and disputes.

8. Respondent No.2 has not ground for retraction, in terms of Memorandum of Understanding cum Compromise Deeds dated 10.05.2025 and 04.06.2025.

9. Consequently, FIR No.0135/2025 under Sections 318(4)/3(5) BNS, 2023, registered at PS: Shakarpur, Delhi and all consequential proceedings emanating therefrom stand quashed.170223



10. Writ Petition along with pending Applications is disposed of.

NEENA BANSAL KRISHNA, J.
DECEMBER 17, 2025/R