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

+ **W.P.(CRL) 3894/2025**

SUNNY JAIN

.....Petitioner

Through: Mr. Sachin Gupta, Advocate for
Petitioner with Petitioner.

versus

STATE OF NCT DELHI & ANR.

.....Respondents

Through: Ms. Rupali Bandhopadhyaya, ASC with
Ms. Amisha Gupta Advocate for the
State.
Counsel for Complainant (appearance
not given) with Respondent No. 2.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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26.11.2025

Matter is taken up today as 25.11.2025 was declared holiday on account of 350th Anniversary of 'Guru Teg Bahadur's Martyrdom Day'.

1. Petition under Article 226/227 of the Constitution of India read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*), has been filed on behalf of the Petitioner, Sunny Jain for quashing of FIR No. 0062/2025 dated 15.10.2025 under Section 318(4) of the Bharatiya Nyaya Sanhita (*hereinafter referred to as 'BNS'*) registered at Police Station Cyber Police Station, North-West, Delhi and all the consequential proceedings emanating therefrom, in terms of the Settlement dated 21.11.2025.

2. Issue Notice.



3. On advance Notice, learned ASC (Crl.) has appeared and accepted the Notice on behalf of the State.
4. Brief facts of the case are that the Petitioner is working as an Admission Counsellor and is engaged in providing educational counselling and admission-related services to students seeking admission in schools and colleges. The Respondent No. 2 had availed the professional services of the Petitioner and had paid an amount of Rs.1,00,000/- for counselling and admission assistance but because she was able to secure the admission for her child on her own efforts, she remanded the money back, which initially the Petitioner had refused to refund.
5. On the Complaint of the Respondent No.2/Complainant, namely, Smt. Preety Verma, FIR No.0062/2025 dated 15.10.2025 under Section 318(4) of BNS, got registered at Police Station Cyber Police Station, North-West, Delhi.
6. It is stated that the Petitioner and the Respondent No. 2 have amicably settled all the disputes and differences between them and arrived at Settlement *vide* **Memorandum of Settlement (MOU)** dated 21.11.2025. In the Settlement, it was *inter alia* settled between the parties that the Petitioner shall pay Rs.75,000/- to the Respondent No. 2, towards full and final settlement of all claims, disputes and allegations pertaining to transaction mentioned in the said FIR. It is also settled between the parties that they shall not file any other litigation pertaining to the dispute in question before any court of law and authorities.
7. It is stated that the Petitioner has already paid the first instalment of Rs.50,000/- by way of DD No. 116594 dated 14.11.2025, to the Respondent No. 2.



8. Today, the Petitioner handed over a Demand Draft bearing No. 116595, dated 14.11.2025, drawn from Indian Bank, Vikas Puri, for a sum of Rs.25,000/- i.e the balance amount, in favour of Preety Verma, in the Court, which is accepted by her. The Respondent No. 2 sates that she has received all amounts due to her and has no objection if the FIR is quashed.

9. The parties are present before this Court in-person today, and have been identified by their Counsel and Investigating Officer concerned and they have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

10. Considering the nature of the allegations and that they have settled the matter, the FIR No. 0062/2025 dated 15.10.2025 under Section 318(4) of BNS, registered at Police Station Cyber Police Station, North-West, Delhi and all the consequential proceedings emanating therefrom are quashed.

11. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

NOVEMBER 26, 2025/RS