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

+ **CRL.M.C. 8912/2025, CRL.M.A. 37192/2025 (stay)**

**MS. VANITA NASSA KAPUR**

.....Petitioner

Through: Mr. Ashok Kumar Tobria, Mr. Pradeep Kumar Pathak, Ms. Nitika Tanwar, Mr. Ankit Kumar, Advocates with Petitioner.

versus

**GOVT. OF N.C.T. OF DELHI & ANR.**

.....Respondents

Through: Mr. Shoaib Haider, APP for the State with SI Sonika.  
Counsel for Complainant (appearance not given) with Complainant.

**CORAM:**

**HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA**

**ORDER**  
**12.12.2025**

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**CRL.M.C. 8912/2025**

1. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*) (old Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as 'Cr.PC'*)) read with Article 227 of the Constitution of India, has been filed on behalf of the Petitioner, for quashing of FIR No. 0398/2025 dated 17.09.2025 under Section 318(4) of the Bharatiya Nyaya Sahnita, 2023 (*hereinafter referred to as 'BNS'*) (Section 420 IPC) registered at Police Station Pandav Nagar, East, New Delhi and all the consequential proceedings emanating therefrom 03.12.2025.

2. Issue Notice.

3. On advance Notice, learned APP has appeared and accepted the



Notice on behalf of the State.

4. As per the FIR, the parties had entered into an Agreement to Sell but the Petitioner, who was the owner of the property, for whatever reasons cancelled the Agreement to Sell and failed to return the amount of Rs.25,00,000/- given to her by the Complainant, which resulted in registration of FIR.

5. On the Complaint of the Respondent No.2/Complainant, FIR No.0398/2025 dated 17.09.2025 under Section 318(4) of BNS (Section 420 IPC) got registered at Police Station Pandav Nagar, East, New 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 03.12.2025. It is settled between the parties that the Petitioner shall pay Rs.25,00,000/- to the Respondent No. 2 as full and final settlement of all her claims.

7. A Demand Draft dated 10.11.2025, drawn from Canara Bank, Mayur Vihar, Phase-1, Delhi, in the sum of Rs.25,00,000/-, in favour of Anisha Saraswat, has been handed over by the Petitioner to the Respondent No. 2, in the Court today, towards full and final settlement of all their disputes, which is accepted by the Respondent No.2.

8. The Respondent No. 2, who is present in the Court, states that she has received all amounts due to her and has no objection if the said 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. 0398/2025 dated 17.09.2025 under Section 318(4) of BNS (Section 420 IPC) registered at Police Station Pandav Nagar, East, New Delhi and all the consequential proceedings emanating therefrom are quashed.

11. The Petition is disposed of accordingly. Pending Application, if any, also stands disposed of.

**NEENA BANSAL KRISHNA, J**

**DECEMBER 12, 2025/RS**