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

+ CRL.M.C. 2999/2026

KISHAN & ORS.

....Petitioners

Through: Mr. Ranjan Sharma, Ms. Kusum
Devi and Mr. Krishnan Kumar,
Advocates with petitioners in
person

versus

THE STATE GOVT. OF NCT OF DELHI AND ORS.

.....Respondents

Through: Mr. Raghuinder Verma, APP for
State with Ms. Upasna Bakshi, Ms.
Divya Bakshi and Mr. Gourav Kr.
Singh, Advocates with SI Ajay
Kumar, PS: Vikaspuri
Mr. Anuj Kapoor, Adv. for R-2 & 3
with R-2 & LR.s. of R-3

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

21.04.2026

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1. At the outset, learned counsel for the petitioners has handed over the amended memo of parties, whereby another Legal Representative of the respondent no.3 has been arrayed as a party as respondent no.3(iii), which is taken on record. The same is taken on record.

2. By virtue of the present petition under *Section 528* of the Bharatiya Nagarik Suraksha Sanhita, 2023 (**BNSS**), the petitioners seek quashing of the FIR No.221/2025 dated 27.06.2025 registered at PS.: Vikaspuri, Delhi under *Sections 290/106/125(b)/3(5)* of Bharatiya Nyaya Sanhita, 2023 (**BNS**) and all proceedings emanating therefrom, in view of Settlement Deed dated 08.04.2026 (**Annexure P3**), whereby the petitioners and the respondent nos.2, 3(i), 3(ii) and 3(iii) have mutually and amicably



resolved their disputes.

3. Issue notice. Learned APP for the State accepts notice and submits that he has no objection to the quashing of the aforesaid FIR.

4. Respondent nos.2, 3(i) and 3(ii) present in Court, and 3(iii) appearing through VC, all accept notice and affirms the terms of the aforesaid Settlement Deed dated 08.04.2026. They submit that in compliance thereof out of total settlement amount of Rs.11,50,000/-, the petitioners have already paid the respondent nos.2 and 3(i), 3(ii) and 3(iii) an amount of Rs.10,00,000/- and two Demand Drafts have been handed over in Court being DD No.549068 and DD No.549076 both dated 07.01.2026 of Rs.50,000/- and Rs.1,00,000/- to the respondent nos.2 and 3(i), 3(ii) and 3(iii) respectively as full and final settlement of all their present, past and future claims, etc. They submit that they have no objection to the quashing of the aforesaid FIR.

5. The petitioners and the respondent nos.2, 3(i), 3(ii) present in Court, and 3(iii) appearing through VC, as well as their credentials as on record, have been identified by the Investigating Officer.

6. Facts disclose that a settlement has already been arrived voluntarily between the petitioners and the respondent nos.2, 3(i) and 3(ii) and the present petition is accompanied by their respective affidavit(s) *qua* the said effect. The respondent no.3(iii) has also stated about the terms and also accepted them as it is. In view thereof, the parties shall remain bound by all the terms and conditions of the settlement arrived *inter se* themselves. As such, following the law laid down by the Hon'ble Supreme Court in ***Jitendra Raghuwanshi & Ors. vs. Babita Raguvanshi & Anr.:*** (2013) 4 SCC 58, ***Gian Singh vs. State of Punjab & Anr.:*** (2012) 10 SCC



303 and *Narinder Singh & Ors. vs. State of Punjab & Anr.*: (2014) 6 SCC 466, since there is nothing left to corroborate and prove the case of the prosecution, continuation of the aforesaid FIR against the petitioners will be an exercise in futility.

7. Thus, the present petition is allowed and FIR No.221/2025 dated 27.06.2025 registered at PS.: Vikaspuri, Delhi under *Sections 290/106/125(b)/3(5)* of the BNS and all proceedings emanating therefrom are hereby quashed.

8. Accordingly, the present petition, alongwith the pending application, is disposed of in the aforesaid terms.

SAURABH BANERJEE, J

APRIL 21, 2026/So