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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of Decision: 07th May, 2026

+ CRL.M.C. 3529/2026

DOLLY KHURANA & ORS.Petitioner

Through: Mr. Ritesh Oberoi, Advocate.

versus

STATE NCT OF DELHI AND ORSRespondent

Through: Mr. Ashneet Singh, APP.

Mr. Ankur Sharma, Advocate for R-2
and 3.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioners herein seek quashing of FIR No. 0136/2024 dated 02.03.2024, registered at Police Station Lajpat Nagar, South, Delhi, for commission of offences under Sections 406/420/120B/34 IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.

2. As per the averments made in the petition, earlier the petitioner No. 1 and petitioner No.2 entered into an *Agreement to Sell* on 21.05.2023 with the respondent No.2 and No.3 and petitioner No.3 stood as a witness to the said agreement. Petitioner No.1 and petitioner No.2 had agreed to sell their property bearing No. H-99, 3rd Floor with terrace (constructed 1 BHK Flat consisting of 1 room, kitchen and bathroom), Lajpat Nagar -1, New Delhi-110024 to respondent No.2 and No.3 and in terms of the said agreement, the respondent No.2 and No.3, jointly, paid a sum of Rs. 66,00,000/- to the petitioner No.1 and No.2 towards part-payment, out of agreed sale consideration amount.



3. Petitioners failed to perform their contractual obligation and could not fulfill the terms and conditions of the said “*Agreement to Sell*” dated 21.05.2023 and, therefore, respondent No.2 and No.3 filed a Complaint dated 14.09.2023 before the Police Station.
4. The case is still at the stage of investigation.
5. However, in the interregnum, the parties have entered into an amicable settlement.
6. As per the settlement, the petitioners now would retain the property and have agreed to compensate the respondents by refunding the amount and also by paying extra amount towards compensation.
7. The leftover amount is of Rs. 12,00,000/- which has now been paid to them by way of Demand Draft drawn on ICICI Bank on 13.04.2026.
8. Respondent Nos. 2-Mrs. Shilpi Mehra and respondent No.3 Mrs. Arvinder Kaur are present in Court with their counsel and they have also been duly identified by IO.
9. The husband of respondent No.2-Mrs. Shilpi Mehra is also present in Court.
10. Both the respondents reiterate the terms and settlement and submit that, in view of the receipt of the abovesaid amount, the matter has been amicable settled, and they cease to have any right with respect to the property in question and have received the entire amount to their satisfaction.
11. When asked, respondents state they have entered into the abovesaid settlement out of his own free will, without any coercion and influence from any corner whatsoever and therefore, he would have ‘*no objection*’ if FIR in question is quashed their affidavits to abovesaid effect have also been placed on record.



12. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose, especially, when dispute does not involve any public interest and is, primarily, private and civil in nature.

13. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the instant FIR.

14. Consequently, to secure the ends of justice, FIR No. 0136/2024 dated 02.03.2024, registered at Police Station Lajpat Nagar, South, Delhi, for commission of offences under Sections 406/420/120B/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed. Original affidavits and MoU of the parties, copies of which have been placed on record in the present proceedings, shall be submitted before the learned Trial Court within four weeks from today, so that these become part of Trial Court Record.

15. The present petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

MAY 7, 2026/sw/pb