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

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Date of Decision: 11th May, 2026

+ CRL.M.C. 9102/2023

JOGINDER SINGH BHATI

.....Petitioner

Through: Mr. Vivek Bhaduria with
Mr. Bankim K. Kulshrestha and
Mr. Vijender Singh Nirmal,
Advocates.

versus

STATE AND ANOTHERS

.....Respondents

Through: Mr. Ritesh Kumar Bahri, APP for the
State with SI Nisha, Kalandi Kunj.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner herein seeks quashing of FIR No.35/2023 dated 12.01.2023 registered at Police Station Kalandi Kunj for commission of offences under Sections 420/406/120B/506/34 IPC, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. The application was filed way back in the year 2023 but remained pending on account of the fluctuating stand taken by respondent No.2.
3. Charge-sheet has been filed, *albeit*, charges are yet to be ascertained.
4. Fact, however, remains that when at earlier point of time, the petitioner herein had been granted bail, it was observed that the matter had already been amicably settled and a sum of Rs.55 lacs had been returned by the accused persons to respondent No.2 i.e. complainant Smt. Ramjano.



5. Respondent No.2 Smt. Ramjano is present along with her son and she has been duly identified by the Investigating Officer, who is present in Court. She submits that the matter has been amicably settled and refers to Settlement Deed dated 04.01.2026 as well as to one affidavit which she has executed today itself. She submits that in terms of the amicable settlement, she has received an additional sum of Rs.1,25,000/- from the accused persons and would have no objection if FIR in question is quashed. She submits that she has entered into the compromise of her own and on account of the Settlement Deed dated 04.01.2026, she is left with no right or claim in the property in question i.e. property bearing No.G-28/2, Part of Khasra No.535, Madanpur Khadar Extension, Kanchan Kunj, Sarita Vihar, New Delhi ad-measuring 100 sq yards.
6. Original Settlement Deed and affidavit have been brought by the petitioner and the same have been returned to him.
7. The dispute relates to the abovesaid property of Sarita Vihar only. Earlier, the complainant had agreed to purchase the abovesaid property against sale consideration of Rs.50 lacs and had made payment of Rs.50 lacs to the accused persons but in return, the plot was not handed over to her and registered Sale Deed was not executed in her favour.
8. The dispute, essentially, looks to be civil in nature.
9. The next date before the learned Trial Court is stated to be 13.07.2026.
10. 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. In any case, even the complainant does not wish to press any charges against the petitioner.



11. 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.

12. Consequently, to secure the ends of justice, FIR No.35/2023 dated 12.01.2023 registered at Police Station Kalandi Kunj for commission of offences under Sections 420/406/120B/506/34 IPC, along with all consequential proceedings arising therefrom, is, hereby, quashed subject to petitioner's depositing total cost of Rs. 25,000/- in the account of *Delhi High Court Legal Services Committee* within four weeks. Proof of deposit of cost and Original Settlement Deed and affidavits of the parties be submitted before the learned Trial Court on or before 13.07.2026.

13. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

MAY 11, 2026/st/sk