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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 09th October, 2026**# **CNR No. DLHC010490752026**+ **CRL.M.C. 7662/2026 & CRL.M.A. 31945/2026****ANKIT SHARMA**

.....Petitioner

Through: Mr. Rahul Ranjan with Mr. Karan
Pandey and Mr. Praveen Kumar,
Advocates.
(M): 9650510500
Email: advrahulranjan@gmail.com

versus

STATE OF NCT OF DELHI & ANR.Respondents

Through: Mr. Hemant Mehla, APP for the
State.
(M): 9810270050
Email: hmehla@gmail.com
Mr. Sujeet Beniwal, Advocate for
respondent no. 2.
(M): 9471685766
Email: sujeetbeniwal@outlook.com
SI Dhananjay Gupta, PS Kirti Nagar.

CORAM:**HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):**

1. The present petition has been filed under Section 482 of the Code of Criminal Procedure, 1972 ("CrPC")/Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS"), seeking quashing of the First Information Report ("FIR"), being *FIR No. 0318/2024*, dated 05th August, 2024,



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registered at Police Station (“PS”) Kirti Nagar, West, Delhi, under Sections 420/406 of the Indian Penal Code, 1860 (“IPC”), and all consequential proceedings emanating therefrom, on the ground of settlement between the parties.

2. Issue Notice.

3. Notice is accepted by the learned Additional Public Prosecutor (“APP”) for the State as well as by learned counsel appearing for respondent no. 2.

4. The parties, i.e., the petitioners as well as respondent no. 2, are present before this Court, and are duly identified by their respective counsels as well as the Investigating Officer (“IO”), who is also present before this Court.

5. The captioned petition is taken up for disposal with the consent of the parties.

6. The relevant facts for the adjudication of the captioned petition, culled out from the documents on record, are as follows:

6.1. The FIR in question came to be registered on 05th August, 2024, pursuant to a written complaint by respondent no. 2 to the Station House Officer (“SHO”), Police Station (“PS”) Kirti Nagar, Delhi.

6.2. It has been alleged in the FIR in question that Sh. Ankit Kumar, i.e., the petitioner, presented a business proposal to respondent no. 2 and indicated that he has full ownership rights over the 2nd floor as well as 1/4th stilt parking in the property bearing no. 21/1, *Tehar – II, Ashok Nagar, Tilak Nagar, Delhi – 110018*, by way of a Collaboration Agreement dated 07th January, 2022. In the said agreement, he undertook to construct builder floors over the said property.



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6.3. It has been alleged that the petitioner induced respondent no. 2 to invest Rs. 60 Lacs in the said property and that he would be assigning 66.66% share in the 2nd floor of the said property in favour of respondent no. 2.

6.4. Pursuant to the said assurances, respondent no. 2 entered into a Memorandum of Understanding (“MoU”) dated 14th April, 2022, with the petitioner for the said property and transferred Rs. 60 Lacs to the petitioner.

6.5. In October, 2023, when respondent no. 2 visited the property in question, he was informed that a property dealer has already sold the 2nd floor in the said property *vide* registered Sale Deed dated 29th December, 2022, to which the petitioner was a signed witness.

6.6. It has further been stated in the FIR in question that upon confronting the petitioner by respondent no. 2, the petitioner handed over 04 cheques dated 15th November, 2023, to the tune of Rs. 42,50,000/-, however, the same were dishonoured and returned as “Account Closed” *vide* Return Memo dated 13th December, 2023.

6.7. Subsequently, a Final Report/Chargesheet came to be filed by the IO against the petitioner under Sections 420/406 of the IPC.

6.8. During the pendency of proceedings, the parties amicably resolved all their disputes *vide* Memorandum of Understanding Cum Settlement Deed (“MOU”) dated 24th September, 2026, whereby, the petitioner undertook to pay Rs. 60,00,000/- to respondent no. 2, as full and final settlement of all claims of respondent no. 2.

6.9. Further, *vide* the said MOU, the parties agreed to get the FIR in question quashed.

7. Learned counsels appearing for the parties jointly submit that the



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parties have already arrived at a settlement *vide* MOU dated 24th September, 2026.

8. It is submitted that the petitioner has already paid the due sum of Rs. 60,00,000/- to respondent no. 2.

9. Learned counsel appearing for respondent no. 2 corroborates that the requisite amount has already been paid to him.

10. This Court has interacted with respondent no. 2, who submits that since he has already received the amount involved, i.e., Rs. 60,00,000/-, he does not wish to pursue the present matter any further.

11. In view thereof, the parties seek quashing of the FIR in question.

12. Learned APP for the State submits that since the FIR in question is of the year 2024 and considering the nature of the offences *qua* which the FIR in question was lodged, some cost ought to be imposed upon the petitioner.

13. Considering the submissions made before this Court, this Court finds no impediment in allowing the present petition.

14. Accordingly, *FIR No. 0318/2024*, dated 05th August, 2024, registered at PS Kirti Nagar, West, Delhi, under Sections 420/406 of the IPC, and all consequential proceedings emanating therefrom, are hereby quashed.

15. However, considering the facts and circumstances of the present case, the present order is subject to payment of Rs. 20,000/- cost by the petitioner to Delhi High Court Legal Services Committee (“DHCLSC”), within a period of two weeks from today.

16. The proof of payment of cost shall be submitted before this Court as well as with the concerned IO/SHO.



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17. Petition stands disposed of in the aforesaid terms.

MINI PUSHKARNA, J

OCTOBER 9, 2026

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Signature Not Verified

Digitally Signed
By: HARIOM SHARMA
Signing Date: 12.10.2026
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