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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 3689/2025 & CRL.M.AS. 16222-16224/2025**
MADHUR JAINPetitioner

Through: Mr. Deepak Verma and Mr. Abheesht
Sharma, Advocates.

versus

STATE OF NCT OF DELHI & ORS.Respondents
Through: Mr. Mukesh Kumar, APP for R-1.
Inspector Harpal Madan with SI
Sushil Kumar.
Respondent No. 2 (in-Person).

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **10.07.2025**

1. Through the present petition, the Petitioner seeks quashing of FIR No. 45/2023, dated 31st May, 2023, registered under Sections 420, 467, 468, 471 and 120B of the Indian Penal Code, 1860¹, at P.S. Economic Offences Wing. The said request is made on the basis of a purported settlement between the Petitioner and the Complainant/ Respondent No. 2. In this regard, a Memorandum of Understanding/Settlement Deed dated 7th April, 2025², executed between the Petitioner and Respondent No. 2 has been placed on record and is perused by the Court.
2. The impugned FIR relates to an alleged Agreement to Sell concerning a property registered in the name of the Petitioner's grandmother, Smt. Usha

¹ "IPC"

² "MoU"



Rani Jain. The said agreement was executed by the Petitioner, Madhur Jain, purportedly as the Power of Attorney holder of his grandmother. Respondent No. 3, Sh. Sarabjit Singh, who is a co-accused in the FIR and an alleged beneficiary of certain advance payments made by Respondent No. 2 under the said agreement, is not a party to the MoU relied upon for quashing.

3. Under the terms of the MoU, the Petitioner has undertaken to pay a total sum of INR 3 Crores to Respondent No. 2. Out of this, an amount of INR 2,15,00,000/- has already been paid, leaving a balance of INR 85 Lakhs. The Petitioner expresses his readiness to pay the remaining amount, and Respondent No. 2 has indicated his willingness to accept it.

4. It is pertinent to note that Respondent No. 2 has also instituted a suit for specific performance of the same Agreement to Sell, which is currently pending adjudication before this Court. However, upon a pointed query from this Court as to whether, upon receipt of the settlement amount, he was willing to withdraw the said suit, Respondent No. 2 categorically states that he does not intend to withdraw the civil suit and, instead, wishes to continue prosecuting it.

5. In view of the above, it becomes evident that the underlying civil dispute concerning the same Agreement to Sell continues to subsist. The impugned FIR and the suit for specific performance are intrinsically linked, and the Respondent's insistence on pursuing the suit belies the finality or *bona fides* of the purported settlement. In these circumstances, this Court is unable to conclude that the compromise reflects a genuine resolution of the entire dispute or that it serves the ends of justice so as to justify quashing of the FIR at this stage.

6. At this juncture, Respondent No. 2 requests time to seek legal advice



on the issue and seeks an adjournment.

7. Counsel for the Petitioner, on the other hand, submits that since a substantial part payment has already been made to Respondent No. 2 under the MoU, liberty may be reserved to enable the Petitioner to seek recovery of the said amount. In the opinion of this Court, no such express liberty is necessary. In case the Petitioner so desires, he can assert his rights in accordance with law, including for recovery of INR 2,15,00,000/- from Respondent No. 2.

8. Renotify on 12th September, 2025.

SANJEEV NARULA, J

JULY 10, 2025

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