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

CNR No. DLHC010705362024

+ **W.P.(CRL) 3218/2024**

**M/S BANSAL ASSOCIATES THROUGH ITS AUTHORIZED
REPRESENTATIVE MR KAPIL GARG**

.....Petitioner

Through: Mr. K.C. Mittal, Sr. Advocate with
Mr. Yugansh Mittal, Advocate.

versus

**THE STATE THROUGH STANDING COUNSEL CRIMINAL
AND ORS.**

.....Respondent

Through: Mr. Yasir Rauf Ansari, ASC with SI
Satpal Dagar with ASI Manoj Kumar.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

ORDER

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20.08.2026

1. In compliance of order dated 16.01.2025, affidavit has been filed on behalf of the petitioner. *Vide* paragraph no.3 of the said affidavit, it has been stated as under:-

"3. That the amount of Rs.10,78,000/- already having paid and an additional amount of Rs.16,26,825/- has been released by the Commissioner under Employee .Compensation Act 1923, disbursement order dated 18.05.2026. As per the order 18.05.2026, the amount is to be transferred in the following manner

6. The Branch Manager, IFSC code: SBIN0008357, State Bank of India, Maina, P.O. Maina Hat, Via : Jokihat, Dist, Araria, Bihar-854329, on receipt of transferred compensation amount from CEC's account, is directed to disburse the compensation amount to Smt. Rohina in her savings Bank Account in the



following manner:-

I. 50 FDRs of Rs 10,000/- each in the name of Smt Rohina(wife of deceased) for a period of 1 month to 50 months respectively with cumulative interest be transferred in her saving bank A/c no.4340632331~ IFSC code SBIN0008350 State Bank of India, Maina, P. O. Haina Hat Via: Jokihat Dist Araria, Bihar-854329.

II. Rs. 1,26,825/- be transferred with cumulative interest in Smt. Rohina's Savings Ale no. 43406323319, IFSC code: SBIN0008350 State Bank of India, Maina, P. O. Maina Haina Hat Jokihat Dist Araria, Bihar-854329.

III. 1 FOR of Rs. 5,00,000/- in the name of Master Mohd. Zuhaib (minor son of deceased) with accrued cumulative Interest . on maturity be transferred in his savings bank A/c no.45184024992, IFSC code: SBIN0008350 State Bank of India, Maina, P. O. Maina Hat Via: Jokihat, Dist, Araria, Bihar-854329.

IV. 25 FDRs of Rs. 1~000/- each in the name of Smt Nusrat Jahan (mother of deceased) for a period of 1 month to 25 months respectively with cumulative interest be transferred in her savings bank A/c no.5983098455, IFSC code: CBIN0282820, Central Bank of India, P.O.Gerki, Via: Araria, Dist. Araria, Bihar-854311.

V. 25 FDRs of Rs. 10,000/- each in the name of Shri Naseem (father of deceased) for a period of 1 month to 25 months respectively with cumulative interest be transferred in his savings bank Ale no. 5983078631, IFSC code: CBIN0282820, Central Bank of India, P. O. Gerki, V'ia Araria, Dist. Araria, Bihar-854311.

VI. No cheque book is to be issued to the dependent in her savings bank account without permission of Commissioner Employees Compensation.

VII. No loan, advance or withdrawal is allowed on the fixed deposits without permission of Commissioner Employees Compensation.

VIII. The Bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit account of Smt Rohina.

IX . Prior permission of Commissioner Employees Compensation is required for making pre-mature closure of all FDs made as per this order."

2. Additionally, in paragraph nos. 4 to 6, following submissions have been made:-



“4. That in Compliance of Para 9 of order dated 16.01.2025 passed by this Hon'ble Court, the undersigned attempted to make an additional FOR of Rs. 5,00,000/- in the name of Respondent No 3 (Rohina). However, the petitioner was informed by the bank that it is not possible for a third party to create an FOR in name of Respondent No 3, only she could do the same, once funds are transferred in her account. Therefore, the petitioner has prepared a Demand Draft of Rs. 5,00,000/- in the name of Respondent No 3. Copy of Demand Draft is annexed as ANNEXURE A3.

5. That a further amount of Rs.5,00,000/- shall be given in the form of cheque bearing No. 000082 drawn on AU Small finance Bank. Copy of cheque annexed as ANNEXURE A4.

6. That the total amount hence being paid now comes to Rs.10,78,000+ Rs.16,26,825/- + Rs.10,00,000/-= 37,04,825/- (Rupees Thirty Seven Lakh Four Thousand Eight Hundred Twenty Five only). Therefore, it is humbly prayed before this Hon'ble Court that the order dated 16.01.2025 is stands complied and this Hon'ble Court may be pleased to all the instant petition.”

3. During the course of hearing, a demand draft of Rs.5,00,000/- in the name of Rohina and a cheque of Rs.5,00,000/- in the name of Mohd. Naseem has been handed over in Court. The proof in relation thereto, is taken on record.

4. Accordingly, the legal heirs of the deceased have received a sum of Rs.37,04,825/-. It is, thus, seen that there is no impediment in quashing of the FIR in question and consequent action pursuant thereto.

5. On behalf of the State, there is no opposition to the prayer made by the petitioner seeking quashing of the FIR in view of the settlement arrived at between the parties.

6. Despite certain offences being classified as non-compoundable under the IPC, in exercise of powers conferred under Section 482 of the CrPC (Section 528 BNSS), High Courts have proceeded to quash such proceedings on account of a settlement between the parties. In **Gian Singh**



v. State of Punjab,¹ the Court recognized that such an approach serves the ends of justice by bringing the litigation to an end, preventing its needless continuation, and acknowledging that following the compromise, the likelihood of conviction has become remote and bleak.

7. The conditions and pre-requisites for compounding were elaborated in *Narinder Singh v. State of Punjab*,² and the following were deemed necessary before quashing the proceedings on the basis of a settlement/compromise:

7.1 There should hardly be any likelihood of the offender being convicted, given the compromise that took place between the parties. Particularly, so in disputes that are predominantly civil in nature, for instance those arising from commercial transactions, matrimonial relationships, or family matters, a genuine compromise may render the possibility of conviction remote and bleak;

7.2 By not quashing the criminal proceedings, justice shall be the casualty and ends of justice shall be defeated. Where continuation of proceedings despite settlement is unfair, unjust, or an abuse of process, quashing may be allowed to secure the ends of justice; and

7.3 The timing of the compromise also becomes relevant, quashing may be considered at the investigation or early-trial stage, but is ordinarily declined once evidence is substantially complete or conviction has been recorded.

8. The aforesaid proposition was refined in *Vijay Kumar Kela v. CBI*,³

¹ (2012) 10 SCC 303.

² (2014) 6 SCC 466.

³ 2026 SCC OnLine SC 1003.



to clarify that, ultimately, it is facts and circumstances of each case that determine the compoundability of proceedings and no straight-jacket formula can be prescribed. It was also noted that before exercising powers under Section 482 of the CrPC (Section 528 BNSS), the Court must have due regard to the nature and gravity of the crime.

9. However, the Court clarified that compounding on the basis of a purported settlement cannot take place where—*first*, heinous offences affecting the society at large are in question; and *second*, a compromise between the parties cannot quash corruption or official duty offences.⁴

10. Specifically, it may also be noted that while the offence of rape is ordinarily non-compoundable.⁵ However, in cases where marriage has subsequently taken place and the parties are residing together quashment on the basis of a settlement has been allowed. The principle adopted for such a quashment is that the same is required in the interest of justice and to do complete justice;⁶ and such an exercise is undertaken where despite the seriousness of the offence, the facts do not disclose such elements of public interest or heinous criminality, as to necessitate the continuation of criminal proceedings.⁷

11. Further, where proceedings for the offence of rape along with allegations under the Prevention of Children from Sexual Offences Act, 2012 (“**POCSO**”) are sought to be quashed. Courts have allowed quashment for instance where the parties have married and a child has also been born.

⁴ (2012) 10 SCC 303.

⁵ *Ibid.*

⁶ *Sandeep Singh Thakur v. State of M.P.*, 2025 SCC OnLine SC 2927, para. 16.

⁷ *Mr. Vishal & Ors v. The State Of Nct of Delhi*, CRL.M.C. 2584/2026 & CRL.M.A. 10512/2026.



The underlying rationale to justify such a quashment is that if the FIR is not quashed, it will adversely affect the minor child who needs protection and care from his parents, and destroy the lives of three individuals, the couple and the new born.⁸

12. Weightage is also given to circumstance where no criminal intent is involved in the act and it not a case where there was a forceful physical relationship with the minor child on the date of incident.⁹ The overarching concern of the Courts have always remained that quashing of such proceedings on account of compromise would bring about peace and would secure ends of justice.¹⁰

13. Similarly, the offence of attempt to murder is ordinarily non-compoundable. The Supreme Court¹¹ has cautioned that the High Court should not reject the plea of compounding the offence mechanically and must take note that the mere mention of Section 307 IPC in the FIR or framing of the charge is not conclusive. It remains open to the Court to consider if the said provision has been added for the sake of it or there is “*sufficient evidence*” to frame charge under this provision. Considering the nature of injury sustained, whether such injury is inflicted on the vital/delicate parts of the body, nature of weapons used, etc., in certain circumstances, quashing of even such a offence, is permissible. However, such an exercise by the HC would be permissible only after the evidence is collected after investigation and the charge-sheet is filed/charge is framed

⁸ *Harmeet Singh v. State of NCT of Delhi*, 2026:DHC:3142, *Mr. Sujit Kumar v. State (Govt. of NCT of Delhi)*, CRL.M.C. 7406/2024, CRL.M.A. 28277/2024 & CRL.M.A. 28278/2024.

⁹ *Moeed Ahamad v. State (NCT of Delhi)*, 2024 SCC OnLine Del 8119, para 16

¹⁰ *Ibid.*, para 17.



and/or during the trial.

14. Further, dacoity and robbery are ordinarily non-compoundable. However, the Court while taking into consideration the facts of the case, the compromise arrived at between the parties, and considering the affidavits by each one of the petitioners by way of joint application, may in appropriate cases, exercise its inherent jurisdiction to quash the criminal proceedings arising from such offences¹² and may also reduced the sentence imposed while maintaining the conviction.¹³

15. For the offence of cheating and forgery where the dispute is predominantly civil, investigation is pending for a long time, and where the complainant, including a bank, has been satisfied that the claims have been satisfied due to compromise on receiving payments, the Court has also considered the settlement while exercising its jurisdiction to bring the criminal proceedings to an end.¹⁴ Notably, in such cases, the factum of the possibility of conviction being remote and bleak owing to the settlement, also becomes a material factor, while considering the question of quashment.

16. In view of the aforesaid, bearing in mind the nature of the dispute and the principles laid down by the Supreme Court in the aforesaid decisions, FIR No.235/2024 for the offence punishable under Sections 290/106 of the BNS registered at Police Station Sector-23 Dwarka New Delhi, stands quashed along with all proceedings emanating therefrom against the

¹¹ *State of M.P. v. Laxmi Narayan*, (2019) 5 SCC 688, para 15.4.

¹² *Aftab Khan v. State (NCT of Delhi) & Anr.*, CrI.M.C. 4814/2015

¹³ *Unnikrishnan v. State of Kerala*, (2018) 15 SCC 343.

¹⁴ *CBI v. Duncans Agro Industries Ltd.*, (1996) 5 SCC 591 and *Nikhil Merchant v. CBI*, (2008) 9 SCC 677.



petitioner.

17. The petition stands disposed of.

PURUSHAINDR KUMAR KAURAV, J

AUGUST 20, 2026

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