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

+ **CRL.M.C. 372/2021 & CRL.M.A. 1975/2021**

PARVEEN KUMAR & ORS.

.....Petitioners

Through: Mr. Mohd Shahnawaz Alam,
Advocate with Petitioners in person

versus

STATE OF NCT OF DELHI AND ORS & ORS.Respondents

Through: Mr. Utkarsh, APP for the State with
SI Roshan Lal, PS Patel Nagar
R-2 to 6 in person

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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26.09.2025

1. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed on behalf of the Petitioners for quashing of FIR No. 0518/2016 registered under Sections 288/337/338 of the Indian Penal Code, 1860 (*hereinafter referred to as 'IPC'*) at P.S. Patel Nagar and all the proceedings emanating therefrom, in terms of the Compromise Deed dated 11.03.2025.

2. As per the FIR, the Respondent No. 3-Manoj Kumar Singh, Respondent No. 4-Sant Ram, Respondent No. 5-Tinku and Respondent No. 6-Chhotu alongwith deceased Vinod Das were working as the labour with the Contractor and were present on the third floor of the balcony, which was under repair. However, the balcony collapsed and they all fell on the ground floor because of which Manoj Kumar Singh, Sant Ram, Tinku and Chhotu suffered injuries while Vinod Das died. The deceased is represented by



Respondent No. 2-Geeta Devi.

3. It is submitted that Geeta Devi has received about Rs.7 lacs and the Respondent No. 6-Chhotu has received Rs.60,000/- from the Labour Court and they both are present and submit that they do not want any further compensation. Respondents No. 3, 4 and 5 are present, who endorse the Compromise Deed dated 11.03.2025 wherein the Petitioner has agreed to give them Rs.30,000/-, each, out of which, Rs.10,000/- has already stands paid. The balance amount of Rs.20,000/- each, has been paid today online.

4. In view of the Compromise Deed dated 11.03.2025, the present Petition has been filed.

5. The parties have endorsed the amicable Settlement and accepted the terms thereof voluntarily and have undertaken to remain bound by the terms of the Settlement. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 11.03.2025 and thus, no fruitful purpose will be served in continuing with the FIR.

6. The present Petition has been signed by the Petitioner and is supported by the Affidavit. The parties have reaffirmed the terms of the Compromise Deed dated 11.03.2025 and they submit that the said Settlement has been arrived at between the parties, without any pressure and coercion.

7. The Respondents No. 2 to 5 state that they have received all amounts due to them and have no objection if the FIR is quashed.

8. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and also the fact that the present matter is a family matter, no useful purpose will be served in continuing with the proceedings. Hence, it would be in the interest



of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

9. Moreover, there is no legal impediment in quashing the aforesaid FIR in question.

10. Consequently, FIR No. 0518/2016 registered under Sections 288/337/338 IPC at P.S. Patel Nagar and all consequential proceedings emanating therefrom are quashed.

11. The Petition alongwith pending Application, is disposed of accordingly.

NEENA BANSAL KRISHNA, J

SEPTEMBER 26, 2025

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