



2025:DHC:3827



\$~87

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

%

Date of decision: 15.05.2025

+

W.P.(CRL) 1240/2025 & CRL.M.A. 11734/2025 EXEMPTION

ANAND KUMAR BANSAL

.....Petitioner

Through: Mr. Dikshant Khanna, Adv.
along with petitioner in person.

versus

STATE (NCT OF DELHI) & ANR.

.....Respondents

Through: Mr. Amol Sinha, ASC for State
with Mr. Kshitiz Garg and Mr.
Ashvini Kumar, Advs. with SI
Abhishek Rana, PS-Dwarka
South.
R-2 in person.**CORAM:-****HON'BLE MR. JUSTICE RAVINDER DUDEJA****JUDGMENT(ORAL)****RAVINDER DUDEJA, J.**

1. The present writ petition has been filed by the petitioners under Article 226 of the Constitution read with Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 for quashing of the FIR No. 99/2025 Under Sections 281/125(A) BNS registered at P.S. Dwarka South on the basis of settlement arrived at between the parties.



2025:DHC:3827



2. On 13.02.2025 at 12:45 AM, a road accident near Grace Hospital, Sector-8, Dwarka was reported, involving a Hero Passion Pro motorcycle and a Honda Brio car. The injured, identified as Imran, was taken to Indira Gandhi Hospital and found unfit for statement. FIR No. 99/25 under Sections 281/125(A) BNS 2023 was registered based on the MLC and spot inspection.

3. During the pendency of the proceedings, both the parties, Petitioner and respondent no. 2 entered into a settlement/compromise deed dated 08.04.2025. Pursuant to the agreement/deed the petitioner has agreed to pay Rs. 1,00,000/- to the Respondent no.2 as a compensation. A copy of the settlement/compromise deed dated 08.04.2025, is annexed as *Annexure F*.

4. The matter was placed before the JR on 21.04.2025, for recording the statements of the parties, where in it was *inter alia* stated as under;

“21.04.2025

1. The present non contentious petition has been filed by the petitioners under Section 528 of the Bhartiya Nagarik Suraksha Sanhita, 2023 for quashing of the FIR NO. 99/2025 Under Sections 281/125(A) OF THE BNS registered at P.S. Dwarka South on the basis of settlement arrived at between the parties.

2. As per the submissions, the matter between the petitioner and R-2 has been amicably settled.

3. Vide separate statement recorded in this behalf, petitioner stated that dispute between them and R-2 has been amicably settled as per the settlement deed dated 08.04.2025. The settlement has been arrived at between the parties herein without any force, coercion, undue influence



2025:DHC:3827



and pressure. He has signed the settlement deed with his wish and will. Vide separate statement recorded in this behalf, R-2 stated that dispute between R-2 and petitioner has been amicably settled as per the settlement deed dated 08.04.2025. The settlement has been arrived at between the parties herein without any force, coercion, undue influence and pressure. The settlement deed has been signed with wish and will.

4. Investigating Officer is present in Court and has duly verified the identity of both the parties. Separate statement of Investigating Officer has also been recorded.

5. The parties along with their counsels have confirmed that the settlement deed has been duly entered into between them.

6. Learned counsel for State/APP enters appearance and accepts notice. He submits that in view of the statement recorded, let the matter be placed before the Hon'ble Court.

7. The compromise/settlement deed is in writing and has been duly signed by both the parties. I have heard both the parties and from the direct dialogue with both the parties, it is observed that the consent of both the parties is found to be genuine and has not been obtained under undue influence or pressure.

8. In view of the above, matter be placed before the Hon'ble Court on 15.05.2025."

5. Petitioner and respondent no.2 are physically present before the Court alongwith their counsel. They have been duly identified by the counsel as well as by the IO SI Abhishek Rana from PS Dwarka South.

6. Respondent No. 2 confirms that he has received bank draft no. 505483 dated 19th April, 2025 drawn at ICICI Bank for a sum of Rs.1,00,000/- (One lakhs only) towards full and final settlement amount and submits that the matter has been amicably settled with the Petitioners without any force, fear, or coercion. He has no objection to



2025:DHC:3827



the terms and conditions mentioned in the Compromise/Settlement Deed dated 8.04.2025 and further submits that she has no objection if FIR No. 99/2025 Under Sections 281/125(A) BNS 2023 registered at P.S. Dwarka South, along with all pending proceedings arising therefrom, is quashed against the Petitioners.

7. In view of the settlement between the parties, learned Additional PP appearing for the State, also has no objection if the present FIR NO. 99/2025 Under Sections 281/125(A) BNS 2023 registered at P.S. Dwarka South alongwith pending proceeding is quashed.

8. In ***Gian Singh vs State of Punjab (2012) 10 SCC 303***, Hon'ble Supreme Court has recognized the need of amicable resolution of disputes by observing as under:-

"61. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceedings or continuation of criminal proceedings would tantamount to abuse of process of law despite settlement and compromise between the victim and the wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in the affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceedings."

9. In view of the aforesaid circumstances and the fact that parties have put a quietus to the dispute, no useful purpose will be served in continuing with the present FIR No. 99/2025 Under Sections 281/125(A) BNS 2023 registered at P.S. Dwarka South and all the



2025:DHC:3827



other consequential proceeding emanating therefrom.

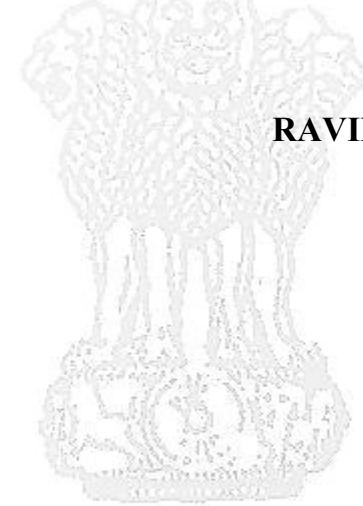
10. In the interest of justice, the petition is allowed, and FIR No. 99/2025 Under Sections 281/125(A) BNS 2023 registered at P.S. Dwarka South, and all the other consequential proceeding emanating therefrom is hereby quashed.

11. Petition is allowed and disposed of accordingly.

12. Pending application(s), if any, also stand disposed of.

RAVINDER DUDEJA, J

MAY 15, 2025/na



सत्यमेव जयते