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

+ **W.P.(CRL) 1641/2025 & CRL.M.A. 15361/2025**

ABHIJEET BAJAD

.....Petitioner

Through: Mr. Shivam Sharma, Advocate along
with Petitioner in person

versus

THE STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Sanjay Lao, Standing Counsel
with Mr. Abhinav Kr. Arya, Ms.
Priyam Aggarwal, Mr. Aryan
Sachdeva, Advocates with SI Mukul
Yadav, PS Keshav Puram
Mr. Sunny Sharma, Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

26.05.2025

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1. The present petition under Article 266 and 227 of the Constitution of India, read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023¹ (corresponding to Section 482 of the Code of Criminal Procedure, 1973²) seeks quashing of FIR No. 320/2025, under Sections 115(2) and 126(2) of the Bharatiya Nyaya Sanhita, 2023³, registered at P.S. Keshav Puram and all proceedings emanating therefrom.

2. The subject FIR was registered on the basis of the statement of Respondent No. 2 (the Complainant) that when he was going to have dinner

¹ "BNSS"

² "Cr.P.C."



with his family in their car on 19th April, 2025, at around 6:30PM, there was an altercation with the driver of a black coloured car which was coming at a high speed from behind him. During the altercation, the driver of the said car, who has been identified as the present Petitioner, allegedly assaulted the Complainant, leading to fracturing of his arm.

3. Through the present petition, the parties submit that the entire dispute which led to the registration of the FIR, was only a minor dispute which occurred in the heat of the moment and because of a misunderstanding. They further, submit that with the intervention of parents, mutual friends, and other respectable members of society, Respondent No. 2 (the Complainant) has amicably resolved the dispute with the Petitioner and has decided not to pursue the present FIR against him. Pursuant to this settlement, a Compromise Deed/ Memorandum of Understanding⁴ dated 02nd May, 2025, has also been executed between the Petitioner and Respondent No. 2. A copy of the MoU has been placed on record and perused by the Court.

4. As per its terms, Respondent No. 2 has mutually resolved all disputes and differences with the Petitioner and has agreed to co-operate with him for seeking quashing of the subject FIR. In furtherance of the settlement, the Petitioner agreed to pay a total sum of INR 20,000/- to Respondent No. 2 as final settlement amount.

5. During the course of the present proceedings, the statement of Respondent No. 2 (the Complainant) was recorded before the Joint Registrar of this Court on 19th May, 2025, wherein he confirmed that he has voluntarily and without any force, coercion, undue influence or pressure

³ “BNS”

⁴ “MoU”



from anyone, settled all his issues and disputes with the Petitioner. He further stated that he has executed the Compromise Deed/ MoU with the Petitioner out of his own free will and that he has no objection if the subject FIR against the Petitioner is quashed. An affidavit to this effect has also been placed on record.

6. In view of the settlement, the Complainant, who has appeared before the Court and is identified by his counsel, has unequivocally stated that he does not wish to pursue the FIR proceedings. He has confirmed that his decision to settle the matter is voluntary and made without any undue influence or coercion. The total settlement amount of INR 20,000/- has been handed over to Respondent No. 2, before this Court by way of a Cheque bearing No. 508320 dated 26th May, 2025. As such, the Complainant has confirmed the receipt of the full and final settlement amount from the Petitioner, as per the terms of the MoU executed between them. Furthermore, the Petitioner has also joined the proceedings in person and is duly identified by the Investigating Officer. In light of the amicable resolution between the parties, he seeks quashing of the subject FIR and all proceedings arising therefrom.

7. The Court has considered the submissions of the parties. It is noted that both the offences under Section 115(2) and 126(2) of the BNS are compoundable. While Section 115(2) of BNS (voluntarily causing hurt) is compoundable by the person to whom the hurt has been caused, Section 126(2) of BNS (wrongfully restraining or confining any person) is compoundable by the person so restrained or confined. However, since the Complainant suffered a fracture, the nature of injury is grievous, thereby potentially attracting other serious charges against him after completion of



the investigation.

8. It is well settled that in the exercise of its inherent powers under Section 582 of BNSS, the Court may, in appropriate cases, quash criminal proceedings if the parties have reached a genuine settlement and no overarching public interest is adversely affected. The Supreme Court in **Gian Singh v. State of Punjab & Anr.**⁵ has held as follows:

“11. As discussed above, offence punishable under Section 186/332/353 of the IPC are non-compoundable being of serious nature, however, if the Court feels that continuation of criminal proceedings will be an exercise in futility and justice in this case demands that the dispute between the parties is put to an end and peace is restored, it can order for quashing of the FIR or criminal proceedings as it is the duty of the Court to prevent continuation of unnecessary judicial process.

12. In view of the law discussed above, considering the Settlement arrived at between the parties and the statements of respondent no.1 & 2, I am of the considered opinion that this matter deserves to be given a quietus as continuance of proceedings arising out of the FIR in question would be an an exercise in futility.”

[Emphasis added]

8. Further, in **Narinder Singh & Ors. v. State of Punjab & Anr.**,⁶ the Supreme Court held as follows:

“29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis

⁵ (2012) 10 SCC 303

⁶ (2014) 6 SCC 466



petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

(i) ends of justice, or

(ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases.”

[Emphasis Supplied]

9. Although the offence in the present case cannot be strictly construed as ‘*in personam*’, given that the Complainant sustained grievous injuries in a road rage incident, which is an issue that extends beyond personal grievances and raises broader public concerns, the Court must nonetheless consider the practical challenges involved in securing a conviction in the present case. The Supreme Court has consistently held that in cases where the complainant has entered into a voluntary and *bona fide* settlement, and is no longer inclined to support the prosecution, the prospect of securing a conviction becomes exceedingly remote. In such circumstances, continuing the prosecution may not only prove futile, but would also serve no worthwhile public interest. The Complainant in the present case has



categorically expressed his unwillingness to pursue the matter further and has confirmed the settlement as voluntary and devoid of any coercion. Given this background, the continuation of criminal proceedings would amount to an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily. Having regard to the totality of circumstances, and in view of the legal principles laid down by the Supreme Court, this Court finds the present case to be an appropriate one for exercise of jurisdiction under Section 528 of the BNSS to secure the ends of justice.

10. In view of the foregoing, the present petition is allowed and of FIR No. 320/2025, under Sections 115(2) and 126(2) of BNS, registered at P.S. Keshav Puram and all proceedings emanating therefrom are hereby quashed.

11. The parties shall remain bound by the terms of settlement.

12. Accordingly, the petition is disposed of along with pending application(s).

SANJEEV NARULA, J

MAY 26, 2025/ab