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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 4570/2025**

GURPREET SINGH AND ANR.

.....Petitioners

Through: Mr. Durgesh Gupta, Ms. Komal
Pundir and Mr. Ashish Gupta,
Advocates.

versus

THE STATE GOVT OF NCT OF DELHI

.....Respondent

Through: Mr. Shoaib Haider, APP for the State
with Complainant in person.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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21.08.2025

1. Petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ('BNSS') has been filed on behalf of the Petitioners, for quashing of FIR No.0976/2023 under Sections 287/338 IPC, registered at PS: Samaypur Badli, Delhi and all consequential proceedings emanating therefrom, in terms of Memorandum of Understanding (MoU) dated 10.06.2025.
2. *Status Report* filed on behalf of the State be taken on record, wherein it is submitted that the statements of the Complainant and other witnesses have been recorded.
3. It is submitted that the Complainant has been working as a Security Guard as regular employee in the factory run by Petitioner No.1 and is getting salary of Rs.16,000/- per month along with ESIC coverage.
4. As per the settlement, an amount of Rs.50,000/- were agreed to be paid to the Complainant for compounding, however, in additional



Rs.1,00,000/- were paid yesterday and Rs.1,00,000/- have been paid today. The same is confirmed by the Complainant.

5. The parties are present before this Court in-person today and have been identified by their learned Counsel and concerned Investigating Officer.

6. In view of MoU dated 10.06.2025, present Petition has been filed.

7. 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.

8. The parties have submitted that all the disputes have been amicably settled vide MoU dated 10.06.2025 and thus, no fruitful purpose will be served in continuing with the FIR.

9. The present Petition has been signed by the Petitioners and is supported by their Affidavits. The parties have reaffirmed the terms of MoU dated 10.06.2025 and they submit that the said Settlement has been arrived at between the parties, without any pressure and coercion.

10. The Respondent No. 2 states that he has received Rs.2,50,000/- in all as compensation and has no objection if the FIR is quashed.

11. 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 matter between employee and employer, no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

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



in question.

13. Considering that the job of the Complainant has been ensured by the Petitioners and also that Rs.2,50,000/- have already been paid as compensation for injuries suffered by him and that the parties have settled their disputes amicably, FIR No.0976/2023 under Sections 287/338 IPC, registered at PS: Samaypur Badli, Delhi and all consequential proceedings emanating therefrom are quashed.

14. The Petition along with pending Application is disposed of.

NEENA BANSAL KRISHNA, J.

AUGUST 21, 2025/R