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

+ **W.P.(CRL) 2440/2025**

VARUN SALUJA AND ANR

.....Petitioners

Through: Mr. Ravindra Narayan, Mr. Raghav Narayan, Mr. Madhav Narayan, Advocates with Petitioners.

versus

THE STATE (GNCT OF DELHI) AND ORSRespondents

Through: Ms. Rupali Bandhopadhyay, ASC (Crl.) for the State with Mr. Abhijeet Kumar, Advocate with SI Bhagwan Sahni, No.D-1510, PS S.J. Enclave.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

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07.08.2025

1. Petition under Article 226 of the Constitution of India, 1950 read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*hereinafter referred to as 'B.N.S.S.'*), has been filed on behalf of the Petitioners, for quashing of FIR No.0210/2025 under Section 290/106(1) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station Safdarjung Enclave and all the consequential proceedings emanating therefrom, in terms of the Settlement Deed dated 03.05.2025.
2. Issue Notice.
3. On advance Notice, learned ASC has appeared and accepted the Notice on behalf of the State.



4. Brief facts of the case are that the Petitioner No. 1 is the Builder, Petitioner No. 2 is the Contractor, Respondent No. 3 is the co-worker and Respondent No. 4 is the father of deceased son, namely, Mr. Ankit. Essentially, on 02.05.2025 in the early morning hours of 02.05.2025, the Petitioners during the process of demolition of the building, which was required for reconstruction of the site, had taken all care but on account of unprecedented storm, the electricity wire snapped and fell on the ground resulting in the electrocution of the deceased aged about 25 years. It is submitted that it was an act of God. However, the matter is amicably settled vide Settlement Agreement dated 03.05.2025.

5. On the Complaint of the Respondent No.2/Complainant, FIR No.0210/2025 under Section 290/106(1) of the Bharatiya Nyaya Sanhita, 2023, got registered at Police Station Safdarjung Enclave.

6. It is stated that the Petitioners and the Respondent No. 3 have amicably settled all the disputes and differences between them and arrived at Settlement Deed dated 03.05.2025. In the Settlement, it was *inter alia* settled between the parties that the Petitioner No.1/Builder shall pay a sum of Rs.4,00,000/- to the Respondent No. 3 in order to help the parents of the deceased. The Petitioner No. 1/Builder volunteers to pay an additional compensation amount of Rs.2,00,000/- to the Respondent No.3. The Petitioner/Builder has already paid a sum of Rs.2,00,000/- to the Respondent No. 3. It was also settled that the balance amount shall be paid at the time of quashing of the said FIR.

7. Today, the Petitioner No.1/Builder has handed over a Demand Draft bearing No. 003826, dated 07.08.2025, drawn from HDFC Bank, in favour of Tilak Singh, to the Respondent No. 3, in the Court, which is accepted on



behalf of the father of the deceased (since moth has already died). The Respondent No. 3, who is present in the Court states that he has received all amounts due to him and has no objection if said FIR is quashed.

8. Both the parties have entered into the Settlement voluntarily and without any fear and coercion and undertake to remain bound by the terms of the said Settlement.

9. Considering the nature of the allegations and that they have settled the matter, the FIR No. 0210/2025 under Section 290/106(1) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station Safdarjung Enclave and all the consequential proceedings emanating therefrom are quashed.

10. The Petition is disposed of accordingly.

NEENA BANSAL KRISHNA, J

AUGUST 7, 2025/RS