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

+ **W.P.(CRL) 3747/2025**

SHIV NARAYAN

.....Petitioner

Through: Mr. Sushant Singhal, Mr. Keshav Saini and Mr. M. Jain, Advocates with Petitioner present.

versus

STATE OF NCT DELHI AND ANR

.....Respondents

Through: Mr. Rahul Tyagi, ASC (Crl.) for State with Mr. Sangeet Sibou, Mr. Priyansh Raj Singh Senger and Mr. Aniket Kr. Singh, Advocates for State.
ASI Anil Kr., P.S. Hazrat Nizamuddin.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **14.11.2025**

1. This petition under Article 226 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. 297/2025 dated 25th September, 2025, registered under Sections 106(1) and 289 of the Bharatiya Nyaya Sanhita, 2023³ at P.S. Hazrat Nizamuddin, and all consequential proceedings emanating therefrom.
2. The case of the prosecution arises from a complaint received from the Complainant (widow of the deceased), alleging that on 25th September, 2025, at about 6:00 AM, her husband Prem Bahadur was electrocuted while

¹ "BNSS"

² "CrPC"

³ "BNS"



checking the water motor installed on the Ground Floor of the premises where they resided. In her statement, the Complainant alleged that despite repeated requests, the landlord, Shiv Naresh (the Petitioner), failed to repair the defective motor which was known to have current leakage, and due to this negligence, her husband suffered an electric shock, became unconscious, and was taken by a neighbour to Holy Family Hospital where he was declared 'brought dead'. Based on the Complainant's statement, the impugned FIR was registered.

3. The Complainant/Respondent No. 2 has amicably resolved the dispute with the Petitioner and has decided not to pursue the present FIR against him. A Compromise Deed dated 25th October, 2025, has been executed between the Petitioner and Respondent No. 2 recording the settlement.

4. A copy of the Compromise Deed has been placed on record and perused by the Court. As per its terms, Respondent No. 2 has voluntarily resolved all disputes and differences with the Petitioner and has agreed to furnish her no-objection to the quashing of the subject FIR. An Affidavit/No Objection Certificate to this effect has also been duly filed. The Compromise Deed further records that the Petitioner has permitted Respondent No. 2 to continue residing in the rented premises for a period of six months without payment of rent, and that the Petitioner was not responsible for the upkeep or maintenance of the water motor/pump installed at the premises.

5. The Complainant/Respondent No. 2, who is present in Court and duly identified by the Investigating Officer, unequivocally states that she does not wish to pursue the FIR or the proceedings arising therefrom. She affirms that the settlement has been entered into of her own free will and without any



pressure, coercion, or undue influence. The Petitioner, who is also present and identified by the Investigating Officer, joins in seeking quashing of the FIR. In addition to the terms recorded in the Compromise Deed, the Petitioner has voluntarily offered an amount of INR 30,000/- to Respondent No. 2 towards an amicable closure of the dispute.

6. The Court has considered the submissions of the parties. Notably, the offences under Sections 106(1) and 289 BNS are non-compoundable. However, it is well settled that in the exercise of its inherent powers under Section 482 CrPC (corresponding to Section 528 BNSS), the Court may, in appropriate cases, quash proceedings in respect of non-compoundable offences if the parties have reached a genuine settlement and no overarching public interest is adversely affected. Even on merits, the material presently on record does not *prima facie* disclose such culpable or deliberate negligence on the part of the Petitioner as would justify continuation of criminal proceedings. The allegations pertain to a defective domestic water motor, and apart from the complainant's assertion of prior requests for repair, there is no independent evidence suggesting that the Petitioner had specific knowledge of any imminent danger or that he wilfully omitted any statutory duty. The causal link between the alleged negligence and the unfortunate incident also appears tenuous at this stage, rendering the likelihood of conviction extremely remote.

7. In view of the above *prima facie* assessment, coupled with the absence of material indicating any wilful or culpable negligence attributable to the Petitioner, the Court proceeds to be guided by the well-settled legal principles laid down by the Supreme Court on the scope of the High Court's inherent powers in the context of voluntary settlements. The Supreme Court



in *Gian Singh v. State of Punjab & Anr.*⁴ 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.*,⁵ 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 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

⁴ (2012) 10 SCC 303

⁵ (2014) 6 SCC 466



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 offences under Sections 106(1) and 289 BNS cannot be treated as strictly ‘*in personam*’, and they touch upon public concerns rather than being confined to individual grievances, the Court must also account for the practical realities of 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.

10. The Complainant/Respondent No. 2 has categorically expressed her unwillingness to pursue the matter further and has confirmed the settlement as voluntary and devoid of any coercion. When this unequivocal stand is viewed alongside the Court’s *prima facie* assessment that the material on record does not indicate any wilful or culpable negligence on the part of the Petitioner and that the causal nexus between the alleged omission and the



unfortunate incident is, at best, tenuous, the possibility of securing a conviction becomes exceedingly remote. In such circumstances, the continuation of criminal proceedings would amount to an empty formality, adding to the burden of the justice system and consuming public resources unnecessarily.

11. 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 BNSS (corresponding to Section 482 CrPC) to secure the ends of justice.

12. In view of the foregoing, the present petition is allowed and FIR No. 297/2025 dated 25th September, 2025, registered under Sections 106(1) and 289 BNS at P.S. Hazrat Nizamuddin, and all consequential proceedings emanating therefrom are hereby quashed.

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

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

SANJEEV NARULA, J

NOVEMBER 14, 2025/as