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

% ***Date of Decision : 02.11.2026***

\# **CNR No.DLHC010060262026**

\+ **CRL.M.C. 1382/2026**

SHILA NAND JHA & ANR. .....Petitioners

Through: Mr. Vipin Tiwari, Advocate along with petitioners.

versus

THE STATE NCT OF DELHI & ANR. .....Respondents

Through: Mr. Hemant Mehla, APP for the State along with Mr. Mohd. Naved and Mr. Mayank Chaudhary, Advocates.
Mr. Pervez Alam, Mr. Ahazam Noor, Advs. for R-2 along with R-2 in person.
SI Ashish Kumar, PS Kalindi Kunj.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. The petitioners, *via* the present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (*pari materia* to Section 482 of the Code of Criminal Procedure, 1973), seek quashing of FIR No. 699/2025, dated 06.12.2025, registered at P.S. Kalandi Kunj, South-East (Delhi), under Sections 290/106 of the Bharatiya Nyaya Sanhita, 2023 (BNS), and all consequential proceedings emanating therefrom, on the basis of Settlement Deed, dated 29.12.2025, entered into between the parties. The same has been appended as Annexure P-2 to the present petition.

2. It is alleged in the FIR that the deceased (respondent no. 2's husband), along with the complainant, was working at A-925, Gali No. 11, Khadda

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Colony, Jaitpur Extension Part-2, Delhi. This property, owned by petitioner no. 1, was being demolished and renovated through petitioner no. 2 (contractor). On 16.12.2025, at around 5:00 PM, debris fell on the deceased while he was demolishing the property. He was later declared dead at Apollo Hospital, Sarita Vihar. Subsequently, the aforesaid FIR was registered on the statement of a co-worker.

3. By way of the aforesaid Settlement Deed, executed under the aegis of the Delhi High Court Mediation and Conciliation Centre, the petitioners agreed to pay a sum of Rs. 5,00,000. Out of the same, Rs. 1,25,000 was payable to respondent no. 2 and Rs.1,25,000 by way of Fixed Deposits (FDs) in the name of each of the three children of the deceased and respondent no. 2. Clause K(2) of the Settlement Agreement reads as follows:

S. No.	Name / Particulars	Age / Relationship	Amount
i.	Kashida Khatun W/o Late Md. Jamil	Widow / Adult	Rs. 1,25,000/-, out of which a sum of Rs. 85,000/- has already been paid by the First Party to the Second Party and the Second Party acknowledges receipt of the same. The balance amount of Rs. 40,000/- shall be paid by the First Party to the Second Party by way of demand draft in her name.
ii.	Raushni Khatun	Age 8 years / Minor daughter	Rs. 1,25,000/- by way of FD in the name of minor daughter
iii.	Md. Aftab	Age 6 years / Minor son	Rs. 1,25,000/- by way of FD in the name of minor son
iv.	Roushan Pravin	Age 4 years / Minor daughter	Rs. 1,25,000/- by way of FD in the name of minor daughter

4. On 21.09.2026, this Court found the aforesaid sum of Rs. 5,00,000 to be inadequate and asked the petitioners to ascertain whether they can pay at

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least an amount of Rs. 7,50,000.

5. Today, the petitioners have brought a bank draft for Rs. 2,50,000, payable to respondent no. 2. The same has been handed over to the respondent no. 2 during the course of the hearing. This is in addition to the amount mentioned in the aforesaid settlement agreement.

6. Learned counsel for the petitioners submits that the incident was an accident, due to inadvertent and unforeseen circumstances beyond the control of the petitioners.

7. Respondent no. 2 is present in Court today. She acknowledges receipt of the total amount of Rs. 7,50,000, *viz.*, Rs. 5,00,000 in terms of the aforesaid Memorandum of Understanding/Settlement Agreement and the bank draft of Rs. 2,50,000 handed over by the petitioners during the course of proceedings today.

8. No Objection Certificate (NOC) has been filed by respondent no. 2, which reads as follows:

1. That the deponent is the respondent No.2 in the accompanying petition and complainant in the F.I.R. bearing no. 669/2025 dated 06/12/2025 U/s 290/106 BNS PS Kalindi Kunj, District- South-East, Delhi. The deponent is fully conversant with the facts and circumstances of this case. The deponent is competent to swear this affidavit.

2. That the deponent states that we have amicable resolved all the disputes and signed the compromise deed/ settlement agreement on

3. That the deponent states, that she has no objections if the present F.I.R. bearing no. 669/2025 dated 06/12/2025 U/s 290/106 BNS PS Kalindi Kunj, District- South-East, Delhi is quashed by this Hon'ble court.

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9. The petitioners and respondent no. 2 have been duly identified by the concerned Investigating Officer (IO).

10. The Court takes into consideration that the allegations of failure to provide safety during demolition involve no *mala fide* intention, and that the legal heirs of the victim have settled the matter through mediation under the aegis of the Delhi High Court Mediation and Conciliation Centre. Furthermore, the concern expressed by this Court regarding the adequacy of the compensation has also been addressed.

11. In ***Gian Singh v. State of Punjab*, (2012) 10 SCC 303**, a three-Judge Bench of the Supreme Court summarised the position regarding the compromise quashing of FIR:

> *"58.* ***Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor.*** *… However, certain offences which overwhelmingly and predominantly bear civil flavour having arisen out of civil, mercantile, commercial, financial, partnership or such like transactions or the offences arising out of matrimony, particularly relating to dowry, etc. or the family dispute, where the wrong is basically to the victim and the offender and the victim have settled all disputes between them amicably, irrespective of the fact that such offences have not been made compoundable, the High Court may within the framework of its inherent power, quash the criminal proceeding or criminal complaint or FIR if it is satisfied that on the face of such settlement, there is hardly any likelihood of the offender being convicted and by not quashing the criminal proceedings, justice shall be casualty and ends of justice shall be defeated.* ***The above list is illustrative and not exhaustive. Each case will depend on its own facts and no hard-and-fast category can be prescribed.***

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> *61.* ***The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court****. … However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have a serious impact on society. … **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 proceeding or continuation of the criminal proceeding 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 the 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 proceeding***."
>
> (emphasis supplied)

12. The principles were thereafter crystallised in ***Narinder Singh v. State of Punjab*****, (2014) 6 SCC 466**. In paragraph 29, the Supreme Court observed as under:

> "*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.*
> *29.5.* ***While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and***

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> ***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)

13. The considerations which must guide the exercise of the power were summarised in ***Ramgopal v. State of Madhya Pradesh*, (2022) 14 SCC 531**. The same reads as follows:

> "*19. We thus sum up and hold that as opposed to Section 320 CrPC where the Court is squarely guided by the compromise between the parties in respect of offences "compoundable" within the statutory framework, the extraordinary power enjoined upon a High Court under Section 482 CrPC or vested in this Court under Article 142 of the Constitution, can be invoked beyond the metes and bounds of Section 320 CrPC. Nonetheless, we reiterate that such powers of wide amplitude ought to be exercised carefully in the context of quashing criminal proceedings, bearing in mind:*
> ***19.1. Nature and effect of the offence on the conscience of the society;***
> ***19.2. Seriousness of the injury, if any;***
> ***19.3 Voluntary nature of compromise between the accused and the victim; and***
> ***19.4 Conduct of the accused persons, prior to and after the occurrence of the purported offence and/or other relevant considerations.***"
>
> (emphasis supplied)

14. A Coordinate Bench of this Court in ***Suraj v. State of NCT of Delhi*, 2026:DHC:5831**, on 20.07.2026, quashed an FIR in a similar context and offences, on the following terms:

> "*11. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose. In any case, even the LRs of the deceased do not wish to press any charges against the petitioners.*"

15. It is also worth noting that the FIR registered under Sections 290/106

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of the BNS was quashed by this Court in somewhat identical circumstances, on the basis of the Settlement Agreement:

a. ***Arpit Jain v. State of Govt. of NCT of Delhi,*** **2026:DHC:8812** (*06.10.2026*): The employee died of electric shock/electrocution;

b. ***Vikram Singh v. State of NCT of Delhi,*** **2026:DHC:7258** (*25.08.2026*): The plaster worker, employed with the petitioner, died of electric shock/electrocution; and

c. ***Vikas Gupta v. State of NCT of Delhi,*** **2025:DHC:10059** (*15.11.2025*): The labourer succumbed to the injuries sustained due to the fall of debris and the lack of safety equipment.

16. In the present case, this Court has taken note of the accidental nature of the incident, as well as the voluntary settlement with all the legal heirs (the children being represented by their mother as their natural guardian, *i.e.*, respondent no. 2).

17. The payment of the compensation has also been taken note of.

18. In totality of the circumstances, it would be an exercise in futility to subject the parties to a long-term trial.

19. Accordingly, the present petition is allowed; FIR No. 699/2025, dated 06.12.2025, registered at P.S. Kalandi Kunj, South-East (Delhi), under Sections 290/106 of the Bharatiya Nyaya Sanhita, 2023 (BNS), and all consequential proceedings emanating therefrom, stand quashed.

20. To safeguard the interests of the three minor children of the deceased, it is directed that the amount in favour of each child, *i.e.*, Rs. 1,25,000, be kept as Fixed Deposit (FD) with a nationalised bank until each child attains

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maturity. The interest from these FDs shall be paid to respondent no. 2, the natural guardian/mother, solely for the benefit of the minor children. There shall be no premature withdrawal of the FD/s without leave of the competent Court.

21. The present petition, along with pending application/s, if any, is disposed of in the above terms.

SACHIN DATTA, J

NOVEMBER 2, 2026/r,vk

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