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

+ CRL.M.C. 2707/2026 & CRL.M.A. 10976/2026

SAMARVIR SINGH & ANR.Petitioners

Through: Mr. Vishvanath Kumar and Mr. G.
Dayal, Advocates.

versus

THE STATE NCT OF DELHI AND ORSRespondents

Through: Mr. Hitesh Vali, APP.
Mr. Nitesh Khatri, Advocate for
R2 to 4.

+ CRL.M.C. 3030/2026 & CRL.M.A. 12297/2026

SAMUNDER KHATRI & ORS.Petitioners

Through: Mr. Nitesh Khatri, Advocate.

versus

THE STATE NCT OF DELHI & ORS.Respondents

Through: Mr. Aman Usman, APP.
Mr. Vishvanath Kumar and Mr. G.
Dayal, Advocates for R2 and R3.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **15.05.2026**

1. The present petitions under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ["BNSS"] (corresponding to Section 482 of the Code of Criminal Procedure, 1973 ["CrPC"]) seek quashing of cross-FIRs bearing Nos. 71/2026 [subject matter of CRL.M.C. 3030/2026] and 72/2026 [subject matter of CRL.M.C. 2707/2026], both registered on 13.02.2026, at Police Station Narela, District Outer North, Delhi, for offences punishable under Sections 115(2)/126(2)/351(2)/3(5) of the



Bharatiya Nyaya Sanhita, 2023 [“BNS”], on the basis of a settlement arrived at between the parties.

2. Issue notice in CRL.M.C. 2707/2026. Mr. Hitesh Vali, learned Additional Public Prosecutor, accepts notice on behalf of the State. Mr. Nitesh Khatri, learned counsel, accepts notice on behalf of respondent Nos. 2 to 4 therein.

3. The parties are present in Court and have been identified by their respective counsel, as well as by the Investigating Officer. The petitions are taken up for disposal with the consent of learned counsel for the parties.

4. The disputes arose out of a landlord-tenant disagreement concerning a plot, which subsequently escalated into a physical altercation, resulting in the registration of the present cross-FIRs.

5. In FIR No. 71/2026, the complainant [respondent No. 3 in CRL.M.C. 3030/2026] alleged that a scuffle broke out between the parties when the complainant’s employee was vacating the plot belonging to petitioner No. 1 therein.

6. On the other hand, in FIR No. 72/2026, the complainant therein [respondent No. 2 in CRL.M.C. 2707/2026] alleged that on 13.02.2026, while he was boarding his children onto the school bus, his tenants [petitioners in CRL.M.C. 2707/2026] initiated a quarrel with him. It was further alleged that, during the same incident, the complainant’s brother [respondent No. 3 in CRL.M.C. 2707/2026] also sustained injuries, including the breaking of his teeth.

7. No chargesheet has yet been filed in the cases. Mr. Vali points out that, according to the Medico-Legal Certificate, respondent No. 3 in



CRL.M.C. 2707/2026, suffered grievous injuries inasmuch as teeth were broken. Respondent No. 3, who is present in Court and represented through learned counsel, submits that his injuries have since been treated and that he does not wish to pursue the criminal proceedings any further.

8. The parties have since amicably resolved their disputes *vide* a Memorandum of Understanding dated 04.04.2026. Affidavits of the respective complainants, conveying their no objection to the quashing of the impugned FIRs and all consequential proceedings arising therefrom, have also been placed on record.

9. Further, the complainants in both cases, who are present in person before the Court, submit that the allegations levelled against each other arose out of a misunderstanding pertaining to a trivial monetary dispute regarding non-payment of rent between the parties. They affirm before the Court that they have amicably settled their disputes and do not wish to pursue the criminal proceedings against each other any further.

10. In view of the aforesaid, the parties seek quashing of the impugned FIRs and all proceedings emanating therefrom.

11. The Supreme Court has clearly held that, in certain circumstances, the High Courts, in exercise of their powers under Section 482 of the CrPC [corresponding to Section 528 of the BNSS], can quash criminal proceedings, even with respect to non-compoundable offences, on the ground that there is a compromise between the accused and the complainant, especially when no overarching public interest is adversely affected. In *Gian Singh v. State of Punjab and Anr.*¹, the Court held as follows:



“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. No doubt, crimes are acts which have harmful effect on the public and consist in wrongdoing that seriously endangers and threatens the well-being of the society and it is not safe to leave the crime-doer only because he and the victim have settled the dispute amicably or that the victim has been paid compensation, yet certain crimes have been made compoundable in law, with or without the permission of the court. In respect of serious offences like murder, rape, dacoity, etc., or other offences of mental depravity under IPC or offences of moral turpitude under special statutes, like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, the settlement between the offender and the victim can have no legal sanction at all. 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.”²

Further, in *Narinder Singh & Ors. v. State of Punjab & Anr.*³, the Supreme Court has also laid down guidelines for High Courts while accepting settlement deeds between parties and quashing the proceedings. The relevant observations in the said decision read as under:

¹ (2012) 10 SCC 303.

² Emphasis supplied.

³ (2014) 6 SCC 466.



“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 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.”⁴

12. In the present case, the impugned FIRs arise out of a trivial landlord-tenant dispute. The parties have amicably resolved their disputes

⁴ Emphasis supplied.



and have agreed to bury the hatchet. Applying the principles laid down by the Supreme Court, it is pertinent to note that the complainants have also affirmed before this Court that the settlement has been arrived at voluntarily, without any coercion or undue influence. In these circumstances, the continuation of the criminal proceedings is unlikely to culminate in a conviction and would serve no useful purpose. Rather, it would merely result in unnecessary consumption of judicial time and public resources, while adding to the burden on the justice delivery system.

13. The petitions are, therefore, allowed, and FIRs bearing Nos. 71/2026 [subject matter of CRL.M.C. 3030/2026] and 72/2026 [subject matter of CRL.M.C. 2707/2026], both registered on 13.02.2026, at Police Station Narela, District Outer North, Delhi, for offences punishable under Sections 115(2)/126(2)/351(2)/3(5) of the BNS, alongwith all consequential proceedings emanating therefrom, are hereby quashed.

14. However, having regard to the aforesaid facts and circumstances, the petitioners in CRL.M.C. 2707/2026 are directed to collectively pay costs of Rs. 15,000/- with the Delhi High Court Bar Association [A/C No. 15530110179338, IFSC No. UCBA0001553, Bank Name: UCO Bank, Branch: Delhi High Court], within two weeks from today. An affidavit of compliance shall be filed within two weeks thereafter.

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

16. Accordingly, the petitions, alongwith pending applications, stand disposed of.

PRATEEK JALAN, J

MAY 15, 2026/‘B/KA’/