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

+ CRL.M.C. 3619/2026 & CRL.M.A. 14723/2026, CRL.M.A.
14724/2026

JITENDER CHUGH @ VIJAY CHUGH & ANR.Petitioners

Through: Mr. Siddharth Arora, Ms. Ananya
Singh and Mr. Yash Dhyani,
Advocates alongwith petitioners.

versus

GOVT. OF NCT OF DELHI & ORS.Respondents

Through: Mr. Shoaib Haider, APP for State.
Mr. Sumit Kumar Chauhan, Advocate
for respondents Nos. 2 to 4 are in
court.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

11.05.2026

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By way of the present petition filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners seek quashing of case FIR No. 229/2025 dated 20.05.2025 registered under sections 125(a)/290/3(5) of the Bharatiya Nyaya Sanhita, 2023 ('BNS') at P.S.: Greater Kailash, South Delhi. Consequent upon completion of investigation, allegation of the offence under section 125(a) BNS was modified to section 125(b) BNS *vidé* charge-sheet dated 14.12.2025 filed in the matter.



2. The petition is premised on Settlement Agreement and Memorandum of Understanding dated 16.03.2026, whereby the petitioners and respondent Nos. 2 to 4 have resolved the matter amicably.
3. The petition is also supported by affidavits of the petitioners and of respondent No. 2.
4. The contesting parties are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
5. The court has closely interacted with respondents Nos. 2 to 4. The court has also assessed the kind and nature of the injury that they had sustained in the incident.
6. The court is satisfied that respondents Nos. 2 to 4 have not sustained any serious injuries nor have they incurred any disability of a permanent nature.
7. Furthermore, upon being queried, respondents Nos. 2 to 4 confirm, that though the scaffolding on which they were standing while doing welding work was at a height of about 10-15 feet, was a fine and stable arrangement, the scaffolding gave way since all 03 workers had climbed on it together.
8. It is in these circumstances that respondents Nos. 2 to 4 have signed a Settlement Agreement and Memorandum of Understanding dated 16.03.2026 with the petitioners, agreeing to resolve the matter by receiving compensation of Rs. 50,000/- *each* from petitioner No.1.
9. However, on the persuasion of the court, learned counsel for the petitioners, on instructions, states that the petitioners would be willing



to enhance the compensation payable to Rs. 1 lac *each* to the respondents Nos. 2 to 4.

10. This appears to be a fair settlement.
11. Mr. Shoaib Haider, learned APP confirms that the State has no objection to the subject FIR being quashed.
12. Demand drafts in the amount of Rs. 50,000/- *each* have been handed-over to respondents Nos. 2 to 4 in court today. Petitioner No.1 is directed to pay to respondents Nos. 2 to 4 *each*, an additional sum of Rs. 50,000/- *each* within 01 week.
13. Petitioner No.1 is directed to place on record proof of payment of the additional sum within 02 week thereafter.
14. In the circumstances, in line with the law laid down by the Supreme Court in ***Gian Singh vs. State of Punjab & Anr.*** reported as (2012) 10 SCC 303 as also in ***Narinder Singh & Ors. vs. State of Punjab & Anr.*** reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.
15. *Subject to* the aforesaid condition, case FIR No. 229/2025 dated 20.05.2025 registered under sections 125(a)/290/3(5) of the BNS at P.S.: Greater Kailash, South Delhi is quashed. All proceedings arising therefrom also stand closed.
16. The Registry is directed to re-list the matter if the additional sum is not paid as directed.



17. The petition stands disposed-of.
18. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

MAY 11, 2026
V.Rawat