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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% ***Date of Decision: 10th February, 2026***

+ CRL.M.C. 2723/2025

RAJIB SEKHAR SAHOO

.....Petitioner

Through: Mr. Sunil Goyal with Mr. Aekta Vats
and Mr. Mohit Nandwani, Advocates.

versus

THE STATE NCT OF DELHI AND ORS

.....Respondent

Through: Mr. Raj Kumar, APP with SI Nishi.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner herein seeks quashing of FIR No. 207/2022 dated 18.10.2022, registered at P.S. Greater Kailash, for commission of offences under Sections 288/337 IPC along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. Some construction activity was going at house No. B-25, Greater Kailash-I, New Delhi.
3. A construction worker i.e. Jitender fell down from the iron stair case at the time of such construction activity and received injuries.
4. Initially, the case was registered under Sections 288/337 IPC but later on, when he succumbed to his such injuries, Section 304A IPC was substituted in place of Section 337 IPC.
5. Charge-sheet has though been filed, the charges are yet to be ascertained.
6. However, in the interregnum, the surviving LRs of the deceased Jitender have entered into settlement with the owner of the house.



7. *Memorandum of Understanding* (MoU) is dated 25.03.2025 and it is signed by parents of the deceased as well as their six daughters and as per the terms of the settlement, all such LR's of the deceased have given their no objection to the quashing of FIR. As *ex-gratia* payment, the first party i.e. owner/accused- Mr. Rajib Sekhar Sahoo has agreed to make payment of Rs. 15,00,000/- to the family members of the deceased, purely on humanitarian ground and as a goodwill-gesture.
8. A sum of Rs. 7,50,000/- has already been received by the parents of the deceased and the balance amount of Rs. 7,50,000/- has been received by them today by way of demand draft bearing No. 021846 dated 10.02.2026 drawn on HDFC Bank.
9. As per MoU, the other LR's have also given their no objection, if the abovesaid entire amount is received by their parents.
10. In fact, on 24.04.2025, detailed statements, on oath, of parents of the deceased were recorded by the learned Joint Registrar (Judicial), in which they reiterated the terms of the settlement and stated that they do not want to pursue the present FIR and would have no objection if the same is quashed.
11. Respondents are present in person and when asked they have reiterated the abovesaid fact. On a pin-pointed query, they submitted they would rather like to have the FIR quashed *in toto*, though, the present compromise was, merely, with the owner/accused and they do not want any action against the contractor either.
12. IO is present in the Court and identifies the parents of the deceased.
13. Accordingly, exercising inherent powers vested in this Court under Section 528 of the BNSS, it is deemed appropriate to quash the instant FIR.
14. Consequently, to secure ends of justice, FIR No. 207/2022 dated



18.10.2022, registered at P.S. Greater Kailash, for offences under Sections 288/304A IPC along with all consequential proceedings emanating therefrom, is hereby, quashed.

15. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

FEBRUARY 10, 2026/sw/js