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

% ***Date of Decision: 28.10.2026***

\# **CNR No.DLHC010268352026**

\+ **CRL.M.C. 4478/2026**

KRISHAN PRATAP .....Petitioner

Through: Mr. Pankaj Kumar, Adv.

versus

THE STATE NCT OF DELHI AND ORS .....Respondents

Through: Mr. Hemant Mehla, APP for the State along with Mr. Mohd. Naved and Mr. Mayank Chaudhary, Advs. for State.
Mr. V. P. Singh, Adv. for R-2.
SI Shivam Bisht, PS Khajuri Khas.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

1. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) seeks quashing of FIR No.69/2019 dated 01.02.2019 registered under Section 363 of the Indian Penal Code, 1860 (IPC) at PS Khajuri Khas, North-East, Delhi and all consequential proceedings emanating therefrom.

2. The present petition has been filed on the basis of a settlement arrived at with the respondent nos.2 and 3.

3. The petitioner and the respondent no.2 are now married. The respondent no.3 (complainant) is the maternal uncle of the respondent no.2.

4. The factual conspectus is that on 31.01.2019, the respondent no.3 reported to the police that his niece (the respondent no.2) had left his house at 03:30 AM and that he suspected that the petitioner had lured her away. On the basis of the said written complaint, the subject FIR came to be registered

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on 01.02.2019.

5. As noticed, the petitioner and the respondent no.2 got married on 10.04.2019, i.e., a little over two months after the registration of the subject FIR, as per Hindu rites and ceremonies. Two children were born of the said wedlock.

6. By the settlement deed dated 28.02.2026, the respondent nos.2 and 3 have agreed that the present FIR be quashed. The said settlement deed reads as follows:-

SETTLEMENT DEED

This Compromise Deed is made and executed on this 28th day of February 2026 in Delhi between :-

1. Monika Raghav W/o Krishan Pratap D/o Naveen @ Babloo R/o Badarkha Seervas, Kuwarpur Bulandshahr, Uttar Pradesh 202396
2. Madan Singh S/o Ravinder Singh R/o A-36, Gali No.1, Near Bhaskar Public School, West Karawal nagar, North East, Delhi-110094

.....(hereinafter called the First Party)

"AND"

Krishan Pratap S/o Devendra Singh R/o 68, Badarkha Sirbas, PO Kunwarpur, District Bulandshahr, Uttar Pradesh 202396

.....Hereinafter called the Second Party/accused on the following terms and conditions.

WHEREAS the first party no.1 and second party were having love and affection relations with each other but due to some misunderstanding conflict occurred between them resultantly the First parties lodged the FIR No.69/2019 u/s 363 IPC, P.S. : Khajuri Khas, Delhi against the second party.

Whereas with the passage of time, both the parties i.e. First party No.1 and second party resolved their dispute amicably and then married with each other on their own freewill and consent on 10-04-2019 as per Hindu Rites and rituals. Out of this wedlock, two children were born out who are Niharika (DOB: 16-02-2021) and Atharv (DOB : 02-12-2022).

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Whereas the First party No.2 is the maternal uncle of the First party No.1 in relation. The investigation of the case has already been completed and chargesheet has been filed by the Investigating officer.

WHEREAS now both the First party No.1 and second party are living happily as husband and wife with their children and the first party No.1 has no grievance of any nature against the second party. Hence the First parties do not want to indulge in any type of litigations or proceedings against the second party and ready to quash the above said FIR.

AND WHEREAS after settlement, there is no dispute left remained unsettled between the parties to this Compromise/settlement Deed.

AND WHEREAS both the parties undertakes that they shall cooperate each other in quashing the aforesaid said FIR No.69/2019 and its proceedings, if any, before the Hon'ble High Court of Delhi at New Delhi and also shall appear there to give their statement regarding the aforesaid settlement.

AND WHEREAS both the parties also undertake that they shall not file any case in relation to the above said disputes against each other or their family members before any competent court or authority in future after entering into the said settlement and quashing of the above said FIR and also not file any civil litigations in that respect in future and if anyone is pending or found in any court shall be withdrawn.

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AND WHEREAS both the parties undertakes that they shall not claim in future in any manner from each other before any court or any other competent legal authorities.

The aforesaid compromise deed is executed between the parties with their independent free will and volition and without any pressure, force, fraud, coercion or undue influence from either side or by any third person, out of their free sweet and free will and choice.

The First Party and the Second Party have set their respective hands unto this deed after having fully understood the contents hereinabove which have fully been read over and explained to them in their vernacular in the presence of the family members, friends, relatives and witnesses and the same shall be binding upon both the parties.

7. In the facts and circumstances of the present case, it is noticed that the FIR invokes Section 363 of the IPC alone, and that no other offence has been alleged. Further, the respondent no.2 married the petitioner within a short period after the registration of the said FIR and they have lived together ever since. As noticed, they now have two children and more than seven years have elapsed since the registration of the FIR. The possibility of conviction is remote and bleak. The dispute essentially falls within the private/family domain.

8. The power of this Court under Section 528 of the BNSS (corresponding to Section 482 of the Code of Criminal Procedure, 1973) to quash proceedings in respect of non-compoundable offences on the basis of

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a settlement between the parties is distinct from the power of compounding conferred on a court, and is not limited by it. In ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, a three-Judge Bench of the Supreme Court observed as under:-

> *"**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.**"*

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

> *"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*

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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.

29.5. 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.

29.6. Offences under Section 307 IPC would fall in the category of heinous and serious offences and therefore are to be generally treated as crime against the society and not against the individual alone. ***However, the High Court would not rest its decision merely because there is a mention of Section 307 IPC in the FIR or the charge is framed under this provision. It would be open to the High Court to examine as to whether incorporation of Section 307 IPC is there for the sake of it or the prosecution has collected sufficient evidence, which if proved, would lead to proving the charge under Section 307 IPC. For this purpose, it would be open to the High Court to go by the nature of injury sustained, whether such injury is inflicted on the vital/delegate parts of the body, nature of weapons used, etc. Medical report in respect of injuries suffered by the victim can generally be the guiding factor. On the basis of this prima facie analysis, the High Court can examine as to whether there is a strong possibility of conviction or the chances of conviction are remote and bleak. In the former case it can refuse to accept the settlement and quash the criminal proceedings whereas in the latter case it would be permissible for the High Court to accept the plea compounding the offence based on complete***

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settlement between the parties. …"

10. A Coordinate Bench of this Court has, in a fact-situation closely comparable to the present one, quashed an FIR registered under Section 363 of the IPC. In ***Pawan Kumar v. State (NCT of Delhi) & Ors.***, CRL.M.C. 4716/2026, decided on 10.07.2026, it was observed as under:-

> *"**10. In Narinder Singh & Ors. vs. State of Punjab & Anr.: (2014) 6 SCC 466, the Apex Court observed that proceedings, even in non-compoundable cases, can be quashed on the basis of settlement provided that the Court is satisfied that there was no meaningful purpose in continuing with the proceedings, and that the scope of conviction was remote and bleak. Reference be made to Gian Singh v. State of Punjab & Anr.: (2012) 10 SCC 303.***
>
> ***11. Since respondent No.3 and petitioner are living a blissful matrimonial life, continuing with further proceedings would serve no real or meaningful purpose and would disrupt their stable family-life.** Reference be made to Mohd. Parwej v. State: 2026 SCC OnLine Del 1030 and Harmeet Singh v. State (NCT of Delhi): 2026 SCC OnLine Del 1707, wherein also in such fact-situation, the proceedings were quashed."*

11. Considering the circumstances of the present case, and the dicta laid down in the aforesaid judgements, there is no impediment to quashing the subject FIR on the basis of the aforesaid settlement arrived at between the parties.

12. During the course of hearing, the petitioner as also the respondent no.2 and the respondent no.3 have submitted that the settlement has been arrived at of their own free will and volition.

13. The petitioner and the respondents have been duly identified by the concerned Investigating Officer, who is present in Court.

14. Accordingly, the present petition is allowed; FIR No.69/2019 dated 01.02.2019 registered under Section 363 of the IPC at PS Khajuri Khas,

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North-East, Delhi, and all consequential proceedings emanating therefrom, are hereby quashed.

15. The petition is disposed of in the above terms.

16. Let a copy of this order be sent to the trial Court.

SACHIN DATTA, J

OCTOBER 28, 2026/r,sd

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