$~79

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

% ***Date of Decision: 29.10.2026***

\# **CNR No. DLHC010268852026**

\+ **CRL.M.C. 4441/2026**

MAHKAR SINGH .....Petitioner

Through: Mr. Aryan Pathak and Mr. Bharat Shandilya, Advs.

versus

THE STATE (NCT OF DELHI) AND ANR & ORS.....Respondents

Through: Mr. Utkarsh, APP for State.
ASI Manvir Singh, PS Gokulpur

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*Oral*)

1. Issue notice. Learned APP accepts notice for the State.

2. The respondent no. 2 (complainant) is present in person.

3. The petitioner, *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), seeks quashing of FIR No. 202/2017, dated 22.05.2017, registered at P.S. Gokul Puri, North East (Delhi), under Sections 452/506 of the Indian Penal Code, 1860 and Sections 25/27/54/59 of the Arms Act, 1959, and all proceedings emanating therefrom, on the basis of Memorandum of Understanding/Settlement Deed, dated 03.02.2025, reached at between the petitioner (accused) and respondent no. 2 (complainant). The same has been appended as Annexure P-3 to the present petition.

4. Respondent no. 2 (complainant) in the aforesaid FIR alleges that,

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

about 11:30 PM on 21.05.2017, the petitioner (sister-in-law's husband/accused) broke open the door of the respondent no. 2's (complainant's) house and pointed a pistol/revolver at her husband and threatened him. It is also alleged that the petitioner (accused) manhandled and abused respondent no. 2 (complainant).

5. It is further disclosed in the aforesaid FIR that the police reached the spot and seized the loaded revolver from the petitioner (accused). The license of the pistol/revolver was verified and found genuine. Subsequent thereto, a chargesheet was filed, in which Sections 25/27/54/59 of the Arms Act, 1959 were dropped and, in their place, Section 30 of the Arms Act, 1959 was added.

6. Learned counsel for the petitioner submits that this was essentially a family dispute between the parties, who are close relatives, and the same stands settled.

7. The parties have been identified by the Investigating Officer (IO), who is present in Court.

8. It transpires that respondent no. 2 (complainant) has cognitive difficulty; however, she is able to communicate through sign language. She is accompanied by her husband. It is conveyed that respondent no. 2 (complainant) is desirous of settling the matter. To that effect, she has also filed an affidavit stating the following:

> 1. That the Deponent is the Respondent No. 2 in the above noted case and is fully conversant with the facts and circumstances of this case. The Deponent is competent to swear this affidavit.

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

2. That the contents of accompanying compromise deed have been drafted and filed under my instruction. The same is read over to me in its vernacular and I have understood the same to be true and correct to the best of my knowledge and belief and nothing has been concealed thereof.

3. That the Deponent/Respondent No.2 does not want to proceed further against the Petitioner i.e. accused person in case Fir Bearing No. 202/2017, dated 22.05.2017 registered u/s 452/506 IPC& 30 Arms Act at P.S.- Gokal Puri, District North East, New Delhi, as all disputes have already been sorted out amicably out of the Court vide Compromise Deed dt 03.02.2025 and both the parties want to proceed further with their respective career prospects and want to lead their peaceful lives and the Deponent/Respondent No. 2 is ready to cooperate in getting the FIR BEARING NO. 202/2017, dated 22.05.2017 registered u/s 452/506 IPC& 30 Arms Act at P.S.- Gokal Puri, District North East AT P.S.-Inder Puri, District New Delhi, New Delhi quashed before this Hon'ble court or the other competent court of law.

4. That the Deponent/Respondent No.2 has compromised the matter with the petitioners with his own sweet will and accord without any pressure, coercion or threat from any corner.

5. That the Deponent has no objection if the aforesaid FIR is quashed and she shall co-operate the petitioner in getting the said FIR quashed.

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

9. The aforesaid Memorandum of Understanding/Settlement Agreement/Compromise, dated 03.02.2025, has been placed on record, the same reads as under:

MEMORANDUM OF UNDERSTANDING

This compromise/settlement deed/Memorandum of understanding is executed on day of February, 2025;

By and between

SH. MAHKAR SINGH S/O SH. CHAHAT SINGH R/O VILLAGE & POST- JAWALI, P.S. LONI, GHAZIABAD, UTTAR PRADESH, **(hereinafter referred to as First Party)**.

AND

MS. SHWETA YADAV, W/O SH. ANIL KUMAR, R/O H.NO.F-7/73,BHAGIRATHI VIHAR, DELHI; **(hereinafter referred to as Second Party).**

WHEREAS, an FIR bearing No. 202/2017, dated 2.05.2017 registered U/S 452/506/3 IPC and U/S 30 Arms Act at P.S.-Gokul Puri, District North East, NEW DELHI; at the instance of the second party against First Party; Charge sheet was filed in the said FIR and the case bearing No. Crl.Case 1826/2019 is pending adjudication in the Court of Ld. C.M.M. District North East at Karkardooma Courts, Delhi and is at the stage of charge.

AND WHEREAS the First party has disputed the factum of allegation in the said charge sheet.

AND WHEREAS the dispute between the parties was pertaining to their family dispute being both the parties are close relatives as the second party is the wife of brother in

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

law of the First Party. The said dispute on the alleged date of incident is nothing more than an altercation between the wife of the First party and second party and the second party in the heat of emotion dialled 100 Number and lodged a complaint against First Part which culminated in the present FIR.

AND WHEREAS both the parties after taking due consideration of the facts and circumstances of the present case FIR and to maintain a cordial and harmonious relation between the families, and due to sincere efforts of their close relatives, family members etc. have come to the conclusion to end the present FIR and dispute arising out of it, as such the second party do not want to proceed against the First Party. The Second party has no grievance from the First Party. Similarly, the First Party also wants to end all disputes etc. with the First Party and neither he nor any of his family members have any grievance against the Second Party or her family members.

AND WHEREAS due to sincere efforts on part of both the parties, the matter was settled amicably, on the following terms and conditions:-

(1) That since the matter has been compromised amicably between the parties, the second party is no more interested in proceeding with the said case, and she does not want to prosecute the first party in the said case.

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

(2) That the second parties shall co-operate with the first party in getting the said FIR quashed.

(3) That after the execution of the terms of the present Memorandum of Understanding, neither of the parties or their parents/family members etc. shall prefer any civil or criminal litigation(s)/complaint(s) etc. against each other or their parents/family members and shall withdraw all the pending cases against each other.

(4) It is further undertaken by the parties and their parents/family members etc. that no defamatory allegations or messages etc. Shall be published or forwarded on any social media platform.

(5) That both the parties have arrived at an amicable settlement on their own accord, free will and consent without any pressure and coercion.

(6) That contents of this MOU has been explained in vernacular to both the parties and they have thoroughly read and understood this MOU/Agreement and the contents contained therein and they affirm and acknowledge having signed and executed the same in presence of the witnesses, of their own free wish, will and consent and further with the sole motive and intentions to put all their disputes to an amicable end. The terms and conditions of the settlement are binding on the parties and they undertake to abide by the same.

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

The compromise/settlement deed/Memorandum of Understanding is signed and executed at Delhi; on this 5 day February, 2025, in the present of following witnesses:

10. The allegation that a pistol was pointed inside a home is a serious one, as has also been submitted by learned APP. However, in the facts of the present case, this Court has considered the following circumstances:

a) The parties are close relatives and disputes arose within the family;

b) No shot was fired, and there was no injury;

c) The revolver was licensed, and the license was found genuine. As such, the charge is only under Section 30 of the Arms Act for contravention of a license condition;

d) The parties appear to have settled voluntarily to put a quietus to the family dispute; *and*

e) It is noticed that more than nine years have passed since the FIR and the case is still at the stage of charge.

11. In the light of the stand of the parties and the settlement deed executed between them, subjecting the parties to trial would be an exercise in utter futility.

12. In this regard, it is apposite to refer to the decision of the Supreme Court in ***Gian Singh v. State of Punjab*, (2012) 10 SCC 303**, wherein it has been held that criminal proceedings arising out of family disputes, where the wrong is private or personal in nature, and the parties have resolved their entire dispute, stand on a different footing for the purposes of quashing. The relevant extract reads as under:

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

"*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.*

***

61. ***The position that emerges from the above discussion can be summarised thus : the power of the High Court in***

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

> ***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.*** *In what cases power to quash the criminal proceeding or complaint or FIR may be exercised where the offender and the victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. 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. Similarly, any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity, etc.; cannot provide for any basis for quashing criminal proceedings involving such offences.*"
>
> (emphasis supplied)

13. The said principle was reiterated by the Supreme Court in ***Narinder Singh v. State of Punjab*, (2014) 6 SCC 466**, wherein it has been held as under:

> "*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.*"
>
> (emphasis supplied)

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43

14. A Coordinate Bench of this Court in ***Suresh Kumar v. State*, 2015 SCC OnLine Del 11824**, after taking note of both ***Gian Singh (supra)*** and ***Narinder Singh (supra)***, quashed an offence under Section 506 of the IPC and Section 30 of the Arms Act, based on a compromise reached between the parties.

15. In terms of the *dicta* as laid down in the aforesaid judgments, there is no impediment in allowing the present petition.

16. Accordingly, FIR No. 202/2017, dated 22.05.2017, registered at P.S. Gokul Puri, North East (Delhi), and all the proceedings emanating therefrom, stand quashed.

17. Since considerable judicial time and state resources have been consumed, pursuant to the registration of the FIR, the petitioner (accused) agrees to pay costs of Rs. 50,000 to the Delhi High Court Legal Services Committee (DHCLSC). Let the same be paid within a period of four (4) weeks from today. Proof of deposit be filed in the registry of this Court.

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

SACHIN DATTA, J

OCTOBER 29, 2026/cl/vk

Signature Not Verified
Digitally Signed
By:UMANG
Signing Date:03.11.2026
19:40:43