$~72 and 86

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

% ***Date of Decision: 02.11.2026***

\# **CNR No.DLHC010408852026**

\+ **CRL.M.C. 6416/2026**

(72) MAYANK AND ORS .....Petitioners

Through: Mr. Sanchit Sehgal and Mr. C.P. Dubey, Advs.

versus

THE STATE GOVT OF NCT OF DELHI AND ANR.....Respondents

Through: Ms. Priyanka Dalal, APP for State along with Ms. Swati, Adv.
Mr. Rajneesh Kumar, Mr. S. S. Rawal and Mr. Om Prakash Pandey, Advs. for R-2 along with R-2 in person.
SI Sukram Pal, PS Shahdara and SI Arvind Kumar, PS Jafrabad.
SI Radhey Shyam

\# **CNR No.DLHC011106342025**

\+ **CRL.M.C. 5035/2026**

(86) KAMAL KANT SHARMA & ORS. .....Petitioners

Through: Mr. Rajneesh Kumar, Mr. S. S. Rawal and Mr. Om Prakash Pandey, Advs.

versus

THE STATE OF NCT OF DELHI & ANR. .....Respondents

Through: Ms. Priyanka Dalal, APP for State along with Ms. Swati, Adv.
Mr. Sanchit Sehgal and Mr. C.P. Dubey, Advs. for R-2.
SI Arvind Kumar, PS Jagrabad

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

Crl.M.A.26848/2026 (Exemption from filing certified copies of annexures) in **CRL.M.C. 6416/2026**

Crl.M. A. Nos.21119/2026 (Exemption from filing fair typed / legible

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15

copies of annexures) and **21120/2026 (**Exemption from filing certified copies of annexures) in **Crl.M.C.5035/2026**

1. The applications are disposed of with a direction to the petitioners to file the certified/ typed/ legible copies of the annexures before the next date of hearing.

Crl.M.A.21121/2026 (seeking condonation of delay of 251 days in re-filing the petition) in **Crl.M.C.5035/2026**

2. This an application filed on behalf of the petitioner seeking condonation of delay of 251 days in re-filing the present petition.

3. Considering the averments made in the application, the same is allowed and the delay of 251 days in re-filing the petition stands condoned.

4. The application stands disposed of.

Crl.M.C. 6416/2026
Crl.M.C.5035/2026

5. The two families involved are the "Garg family", *viz*. Brijmohan Garg and his sons Mayank, Gaurav Garg and Deepak Garg; and, the "Sharma family", *viz*. Kishan Lal @ Krishan Pal Sharma, his son Kamal Kant Sharma, his wife Satyawati and his brother Mohan Lal @ Mohan Ram @ Titu.

6. These petitions filed under section 528 of the Bharatiya Nagarik Suraksha Sanhita (BNSS) seek quashing of FIR No. 588/2017 dated 21.10.2017 registered under Sections 308/509/34 of the Indian Penal Code, 1860 (IPC) at P.S. Jafrabad on the complaint of Kishan Lal @ Krishan Pal Sharma, in Crl.M.C.6416/2026 filed by Mayank, Brij Mohan Garg, Gaurav Garg and Deepak Garg; and quashing of FIR No.587/2017 dated 21.10.2017 registered under Sections 308/34 IPC at P.S. Jafrabad on the complaint of

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15

Brij Mohan, in Crl.M.C.5035/2026 filed by Kamal Kant Sharma, Kishan Lal @ Krishan Pal Sharma and Mohan Lal @ Mohan Ram @ Titu.

7. The factual conspectus is that on 20.10.2017 at about 10.30 PM, a quarrel broke out between the two families, who live opposite each other in Gali No. 16, Vijay Park, Maujpur, Delhi, over the bursting of crackers. Sticks were used and members of both families were injured. Both the FIRs were registered on 21.10.2017 as cross-cases. Chargesheets have been filed in both the FIRs. The accused in both are on bail.

8. A settlement, by way of 'Compromise Deed' dated 10.02.2025, is stated to have been arrived at between the parties. The same has been appended as Annexure-F to Crl.M.C.6416/2026 and as Annexure P-5 to Crl.M.C.5035/2026. The same reads as under:

This compromise Deed is made and executed at Delhi on this 10th day of February, 2025 between the following parties:-

(1). Kishan Lal @ Krishan Pal Sharma S/o Sh. Pyare Lal Sharma,
(2). Kamal Kant Sharma S/o Sh. Kishan Pal Sharma,
(3). Mohan Lal @ Mohan Ram @ Titu S/o Pyare Lal Sharma,
(4). Satyawati W/o Sh. Kishanpal Sharma,
All R/o House No. 561/34, Block–V, Street No. 16, Vijay Park, Maujpur, Delhi-110053, (hereinafter called the persons of First Party).

AND

(1). Brij Mohan S/o Udai Chand,
(2). Gaurav S/o Sh. Brij Mohan,
(3). Deepak S/o Sh. Brij Mohan,
Mayank S/o Sh. Brij Mohan
All R/o House No. 561/33, Gali No. 16, Vijay Park, Maujpur, Delhi-110053 (hereinafter called the Second Party).

Whereas the First Party and Second Party are the neighbors and living in the same locality.

Whereas, on 20.10.2017, some misunderstanding took place between the above parties, due to which, the second party approached the police officials of P.S. Jafrabad and got registered a FIR bearing No. 587/2017, U/s 308/34 IPC against the first party

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15

no. 1 to 3, on the other hand, the first party also approached the police officials and got registered FIR bearing No. 588/2017, U/s 308/509/34 IPC at P.S. Jafrabad, Delhi, itself.

AND Whereas, the respectable persons of the society, common friends and well wishers tried their level best to get compromise the said matter amongst the parties and owing to the same, the parties to this Compromise Deed have arrived at an amicable settlement without any compensation, on the following terms and conditions:-

1. That a little altercation took place between the above parties on the date of incident and under some misunderstanding, both the parties got lodged the cross FIRs against each other.

2. That now both the parties have decided to bring all the disputes at a complete end with a view to maintain peace and harmony in the vicinity and have decided to live peacefully.

3. That the second party undertakes that they shall cooperate for quashing of the FIR No. 587/2017 in question before the Hon'ble High Court of Delhi, so that all the disputes could be brought to a complete end.

4. That the first party also undertakes that they shall cooperate for quashing of the FIR No. 588/2017 in question before the Hon'ble High Court of Delhi, so that all the disputes could be brought to a complete end.

5. That both the parties are agreed that the complainants of both the FIRs shall make their respective statements before the Hon'ble High Court of Delhi, for quashing of both the FIRs as and when it would be required.

6. That after this compromise / settlement, none of the parties shall raise any allegation, nor they shall file any complaint, application, claim, case, suit, petition etc. before any Court of Law/Authority/Department etc.

7. That both the parties have entered into this compromise deed with their own freewill and wish without any pressure, coercion, undue influence etc.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15

9. Consequently, on the basis of the aforesaid Compromise Deed, the present quashing petitions have been filed.

10. I have given my thoughtful consideration to the matter.

11. In the facts and circumstances of the case, the following aspects are relevant:

(i) The incident was a sudden quarrel between neighbours over crackers without pre-meditation, in which both sides suffered injuries and lodged cross-FIRs;

(ii) The injuries were caused by sticks in the course of a scuffle. Injuries to all the persons are opined to be simple except that of Kishan Lal @ Krishan Pal Sharma, who is also a party to the settlement and seeks quashing of both the FIRs;

(iii) Every injured person is a party to the Compromise Deed dated 10.02.2025;

(iv) The settlement has been arrived at without any compensation, with the parties stating that they wish to maintain peace and harmony in the vicinity.

12. The incident is of 2017, the parties are neighbours, and the concerned families have decided to put a quietus to the matter.

13. In the circumstances, I am satisfied that continuing the proceedings in either FIR would serve no useful purpose and that the ends of justice warrant quashing.

14. In this regard, reference may be made to the judgment rendered by the Supreme Court in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303, wherein the Court has observed as under:

> "***61.*** *The position that emerges from the above discussion can be*

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15

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. 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. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on a different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. 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

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15

quash the criminal proceeding."

15. Accordingly, FIR No.588/2017 and FIR No.587/2017 and all proceedings emanating therefrom respectively, are quashed.

16. The petitions are allowed in the above terms. Pending applications also stand disposed of.

SACHIN DATTA, J

NOVEMBER 2, 2026/cl

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:05.11.2026
19:20:15