



2026:DHC:9191



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
% **Date of Decision : 13.10.2026**

CNR No.DLHC010168292026+ **W.P.(CRL) 1291/2026**(111) **SUHEL @ SUHAIL @ SHANU** Petitioner

Through: Ms. Deepika, Adv.

versus

STATE NCT OF DELHI AND ANR. Respondents

Through: Ms. Rupali Bandhopadhy (ASC)
SI Ashish Sharma (P.S. Nand Nagri)# **CNR No.DLHC010172092026**+ **W.P.(CRL) 1309/2026**(112) **SANJAY @ SANJU** Petitioner

Through: Mr. Chetan, Adv.

versus

STATE NCT OF DELHI AND ANR. Respondents

Through: Ms. Rupali Bandhopadhy (ASC)
SI Ashish Sharma (P.S. Nand Nagri)**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. These two petitions arise from a single incident of 05.11.2017, which resulted in the registration of cross FIRs. The FIR No. 982/2017, dated 05.11.2017, registered at P.S. Nand Nagri, North East (Delhi), under Sections 307/34 of the Indian Penal Code, 1860 (hereinafter "IPC"), was lodged by Sanjay @ Sanju. He alleges that, after Guddu @ Rak caught him, Suhail @ Shanu stabbed him behind the left shoulder. The MLC No. A-3047/31/17 records the nature of injury to be a L/E deep incised wound of about 2x2 cm on the posterior aspect of the left shoulder.

2. The FIR No. 980/2017, dated 05.11.2017, registered at P.S. Nand



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Nagri, North East (Delhi), under Section 307 of the IPC, was lodged by Suhail Ahmed @ Sanu. He alleges that Sanjay @ Sanju took out a knife from his pant pocket and stabbed him on the right side of his chest. The MLC No. A-3046/31/17 records the nature of the injury to be L/E lacerated wound of 3 x 2 cm over the right side of the chest.

3. By Settlement Deed dated 16.04.2026, annexed as Annexure P-4 to W.P. (Crl.) 1309/2026, the petitioner and the respondent no. 2 in W.P. (Crl.) 1309/2026 have settled their *inter-se* disputes and have agreed to the quashing of both the aforesaid FIRs. By way of a separate Settlement Deed dated 16.04.2026, annexed as Annexure P-3 to W.P. (Crl.) 1291/2026, the petitioner and the respondent no. 2 in W.P. (Crl.) 1291/2026 have also settled their *inter-se* disputes and have agreed to the quashing of both the aforesaid FIRs. These Settlement Deeds are entered into on the following identical terms:

Whereas, the parties to this Settlement Deed ordinarily resides at the given address.

Whereas the parties to the Deed are known to each other and resided in the same locality with their respective relatives and well-wishers.

Whereas due to petty scuffle between both the parties, they had lodged a cross complaint against each other resulting which the First Party lodged an FIR bearing F.I.R. No. 982/2017, U/S. 307/34 IPC before Nand Nagri Police Station against the Second Party and the Second Party lodged an FIR bearing F.I.R. No. 980/2017, U/S. 307 IPC before Nand Nagri Police Station against the First Party.

Whereas with the intervention of nears and dears, both the parties have reached an amicable settlement on 16-04-26. same was attested in the presence of both sides common of friends and relatives.





Whereas both the parties are being neighbor resided in similar locality resolve all the disputes arose between them and made a statement to reside peacefully and maintain tranquility in the locality.

Whereas the Settlement entered in between the parties is without any fear, favour or coercion from any corner and the same is willfully drawn up in and amongst the following terms and conditions:-

1. It is agreed between the parties both the parties intend to file proper petition before the Hon'ble High Court seeking quashing of the above said cross F.I.R. Nos. 980 /2017 & 982/2017 registered at Nand Nagri and both the parties settled their dispute amicably with each other.
2. It is agreed by both the parties without any coercion, misrepresentation and force from any corner that both the parties filed the appropriate petition for compounding/quashing the above said case F.I.R. before the Hon'ble High Court of Delhi.
3. It is agreed by both the parties that the pending litigation if any between the parties shall withdraw by both the parties if any filed or pending against each other or against his family members or their associates by filling appropriate application and affidavits of consent immediate after the finalize the quashing proceedings.
4. And all the parties made promise to each other they will appear as and when called upon by the Hon'ble High Court of Delhi as well as Ld. Trial court.
5. It is further agreed between the parties that both the parties shall cooperate to each other in court in the court proceedings.
6. That both the parties have decided that they will not make any claim or counter claim against each other in any form including any financial transaction amongst them and/or their families and the aforesaid settlement shall be in full and final settlement of all respective claims and they will not make any allegations or counter allegation against each other in future in any way and in any manner whatsoever.



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7. This mutual settlement is irrevocable and signed by both the parties after duly understanding the contents of every paragraph voluntarily on their own accord and without any pressure or coercion. That the terms of the aforesaid settlement/memorandum of undertakings are explicitly clear and shall not be varied or interpreted in any manner except with the mutual consent of the parties that too in writing.

The present Deed is drawn up on a non-judicial stamp paper of Rs.100/- and the same bears the photographs of the parties and has been signed by the parties out of their respective freewill without any fear, favour or coercion on the day, date and year first above written and has been notarized.

IN WITNESS WHEREOF, both the parties hereto have put their respective hands on this 16th day of April, 2026 in the presence of following witnesses on the date, month and year first above written:-

4. The State vehemently opposes the present petitions as the offences alleged in the FIRs, particularly under Section 307 of the IPC, are serious ones, as a knife was alleged to have been used in a public place.

5. This Court is cognizant that Section 307 of the IPC, being of a serious nature, is not to be ordinarily quashed on settlement. However, it is incumbent on this Court to examine the attendant facts and circumstances, including the nature of injuries, to decide whether the FIR can be quashed in exercise of the inherent powers. The observation of the Supreme Court in *Narinder Singh v. State of Punjab*, (2014) 6 SCC 466, reproduced in *State of M.P. v. Laxmi Narayan*, (2019) 5 SCC 688, can be noted in this regard:

“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/delicate 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 settlement between the parties. At this stage, the Court can also be swayed by the fact that the settlement between the parties is going to result in harmony between them which may improve their future relationship.”

(emphasis supplied)

6. In the present case, this Court finds that the incident was a single sudden quarrel between neighbours in which both sides were hurt. The injuries were not serious; one (in FIR No. 980/2017) has been found to be simple (as per Status Report dated 24.08.2026), and the other is a single small one with no danger to life or limb. Each injured person is the accused in the other case, and both now dissolve the prosecution.

7. Reference is apposite to the Supreme Court’s observation in **Narinder Singh (Supra)**:

“26. Having said so, we would hasten to add that though it is a serious offence as the accused person(s) attempted to take the life of another person/victim, at the same time the court cannot be oblivious to hard realities that many times whenever there is a quarrel between the



parties leading to physical commotion and sustaining of injury by either or both the parties, there is a tendency to give it a slant of an offence under Section 307 IPC as well. Therefore, only because FIR/charge-sheet incorporates the provision of Section 307 IPC would not, by itself, be a ground to reject the petition under Section 482 of the Code and refuse to accept the settlement between the parties. We are, therefore, of the opinion that while taking a call as to whether compromise in such cases should be effected or not, the High Court should go by the nature of injury sustained, the portion of the bodies where the injuries were inflicted (namely, whether injuries are caused at the vital/delicate parts of the body) and the nature of weapons used, etc. On that basis, if it is found that there is a strong possibility of proving the charge under Section 307 IPC, once the evidence to that effect is led and injuries proved, the Court should not accept settlement between the parties. On the other hand, on the basis of prima facie assessment of the aforesaid circumstances, if the High Court forms an opinion that provisions of Section 307 IPC were unnecessarily included in the charge-sheet, the Court can accept the plea of compounding of the offence based on settlement between the parties.”

(emphasis supplied)

8. It is pertinent to note that nine (9) long years have passed with insubstantial progress in either case. Accordingly, this Court finds that continuing the prosecution would serve no fruitful purpose and would only keep the hostility alive. In **Narinder Singh (Supra)**, the Supreme Court observed as under:-

“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.”

(emphasis supplied)

9. It is noted that the Supreme Court in **Naushey Ali v. State of UP**, 2025 INSC 182 and this Court in **Ms. Priya Sahani @ Pooja v. The State**



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(NCT of Delhi), 2026:DHC:8696, quashed the FIR registered under Section 307 of the IPC. This Court, in **Priya Sahani (Supra)**, quashed the FIR in the following circumstances:

“15. Taking into account the simple nature of the injury, the fact that the parties are known to each other and have voluntarily settled their disputes and that the settlement has been arrived at an early stage of the proceedings, when the chargesheet has only recently been filed and the trial is yet to commence, coupled with the unequivocal stand of the complainant and injured that they do not wish to pursue the matter, this Court is of the view that the present case falls within the category where the jurisdiction of this Court under Section 528 BNSS can be exercised.”

10. In the circumstances, FIR No. 982/2017 (and all proceedings emanating therefrom) is quashed *qua* Suhail @ Shanu and FIR No. 980/2017 (and all proceedings emanating therefrom) is quashed. This is subject to each petitioner depositing Rs. 5,000/- each with the Delhi High Court Legal Services Committee within a period of four weeks from today. The parties shall maintain peace and shall not interfere with each other's family.

11. The petitions are disposed of in the above terms.

SACHIN DATTA, J

OCTOBER 13, 2026/uk/vk