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

% ***Date of Decision : 17.11.2026***

\# **CNR No.DLHC010012882026**

\+ **CRL.M.C. 457/2026**

SHAHID ALI AND ORS. .....Petitioner

Through: Mr. Vijay Kumar, Mr. Rahul Kumar Singh, Advs.

versus

THE STATE OF NCT OF DELHI AND ANR. .....Respondent

Through: Mr. Hemant Mehla (APP) along with Mr. Mohd. Naved, Mr. Mayank Chaudhary, Advs.
Mr. Mohd. Javed, Adv. for R2
SI Pooja (PS Seelampur)

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (ORAL)

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS") seeking quashing of FIR No. 207/2024 dated 11.05.2024, registered at P.S. Seelampur, Delhi, initially under Sections 323/324/341/34 of the Indian Penal Code, 1860 ("IPC"), (in which the chargesheet has been filed under Sections 323/326/341/34 IPC), and all consequential proceedings emanating therefrom.

2. The petition is based on a settlement between the petitioners and respondent no. 2, who is the complainant. The settlement is recorded in a Compromise Deed dated 22.05.2025, filed as Annexure P-2 to the present petition.

3. The facts, as they emerge from the record, are as follows:

(i) The petitioners and respondent no. 2 are related to each other and

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reside in the same locality at New Seelampur, Delhi. The subject FIR was registered on 11.05.2024 on the statement of respondent no. 2. She alleged that on 10.05.2024, at about 8:00 p.m., the petitioner no. 2 came to her house along with petitioner no. 1 and an altercation took place over pending instalments of a committee, and that during the quarrel, petitioner no.1 caused an injury on her wrist with a small knife, and that her brother, Anwar, who was returning from the gym, was surrounded near a shop by petitioner nos. 4 to 6 and one Imran, and that the petitioner no. 4 and 6 inflicted knife injuries on his back.

(ii) Thereafter, the chargesheet has been filed under Sections 323/326/341/34 IPC against the petitioners.

(iii) A cross FIR, being FIR No. 208/2024 dated 10.05.2024, under Sections 323/341/34 IPC, was also registered at P.S. Seelampur on the complaint of petitioner no. 1 against respondent no. 2 and her family members, arising out of the same incident.

4. The parties resolved their disputes and executed a Compromise Deed dated 22.05.2025 for the purpose of quashing of the subject FIR. The said Compromise Deed reads as under:

THE TERM AND CONDITIONS OF THE COMPROMISE DEED AS UNDER:-

1. That due to the intervention of the common friends, relatives and the respectable persons of the society as well as locality/ market and their circle, the dispute has been settled amicably between both the parties. As both the parties are

NOTARY DINESH KUMAR GUPTA DELHI

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well known to each other.

2. That cross cases have been registered from both the sides vide F.I.R. No.207/2024 U/s 323/324/341/34 IPC registered under the jurisdiction of Police Station Seelampur, Delhi and F.I.R. No.208/2024 U/s 323/341/34 IPC registered under the jurisdiction of Police Station Seelampur, Delhi.

3. That the present compromise deed has been executed between both the parties out of their free will consent and without any undue pressure, influence, coercion etc.

4. That both the parties have decided to withdraw all the litigations pending between them and undertakes to live peacefully in their neighbourhood.

5. That both the parties undertakes to abide by the present compromise deed and will not take any action against each other as they are ready to withdraw all the litigants pending between them.

6. That the second party shall appear before the

NOTARY DINESH KUMAR GUPTA DELHI Reg. No. 331/2006 Expiry Date 08-11-2026 GOVT. OF NCT OF DELHI

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Hon'ble High Court of Delhi at the time of 28 hearing of quashing petition which shall be filed in respect of quashing of F.I.R. No. 207/2024 U/s 323/324/341/34 IPC registered under the jurisdiction of Police Station Seelampur, Delhi and the second party shall give statement in the Hon'ble High Court for the purpose mentioned above.

In witnesses whereof the parties have put their respective hands on this Compromise Deed at Delhi on the day, month and year first mentioned above, after fully understanding the same in presence of the following witnesses.

WITNESSES

1.
Israr Ahmad
S/o Ali Mohd.
R/o E-16, K-232,
New Seelampur, Delhi.

2.
Nisar Bano
W/o Sh. Irsar Ahmad
R/o E-16, K-232,
New Seelampur, Delhi.

FIRST PARTIES

SECOND PARTY

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5. It is noticed that the incident was the outcome of a sudden quarrel between relatives over a petty monetary dispute. Cross FIRs were lodged by both sides, and that the parties have now amicably resolved all their disputes. The petitioners (apart from petitioner no.2) are present and have been identified by the IO. The affidavit filed by the petitioner no.2 has been placed on record.

6. Respondent no. 2, who is present in Court has been identified by the IO. She submits that the matter has been settled voluntarily and without any force, fear, coercion or undue influence, and that she has no objection to the quashing of the subject FIR.

7. Applying the dicta laid down by the Supreme Court in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303 and ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466, I find no impediment in allowing the present petition.

8. It was observed in ***Gian Singh*** (supra) 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. 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*

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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 quash the criminal proceeding."

9. In ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466, the Supreme Court held 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.*
> ***29.6.*** *Offences under Section 307 IPC would fall in the category of heinous and serious offences and therefore are to be generally*

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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."

10. This Court is conscious that the offence under Section 326 IPC is non-compoundable, however, the material on record shows that the incident arose out of a sudden quarrel between closely related families residing in the same neighbourhood, over a monetary dispute. There is nothing to suggest premeditation, and both sides have lodged FIRs against each other arising out of the same incident. The dispute is essentially private in nature and does not have any serious impact on society at large. The parties have resolved their disputes, and have unequivocally stated before this Court that they do not wish to pursue the matter.

11. In the circumstances, the possibility of conviction is remote and bleak. Continuation of the proceedings would serve no useful purpose and would

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only cause prejudice to the petitioners. On the other hand, quashing of the proceedings would secure harmony between the two families, who reside in the same locality.

12. Accordingly, FIR No. 207/2024 dated 11.05.2024, registered at P.S. Seelampur, Delhi, under Sections 323/324/341/34 IPC (chargesheet filed under Sections 323/326/341/34 IPC), and all proceedings emanating therefrom, stand quashed.

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

SACHIN DATTA, J

NOVEMBER 17, 2026/ka

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