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

% ***Date of Decision : 20.11.2026***

\# **CNR No.DLHC010551642026**

\+ **CRL.M.C. 8528/2026, CRL.M.A.35832/2026**

KAMALDEEP SINGH @ JUGNU .....Petitioner

Through: Mr. Gaurav Kochar and Mr. Vishal, Advs.

versus

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

Through: Mr. Sanjeev Sabharwal, APP for the State.

Mr. Kunal Narang and Mr. Vishal Bhati, Advocates for R-2.

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. 276/2026 dated 15.11.2026, registered under Section 125 of the Bharatiya Nyaya Sanhita, 2023 ('BNS') at P.S. Shahdara, Delhi, and all proceedings emanating therefrom.

2. The FIR was registered on the complaint of respondent no.2. It is alleged that on 13.11.2026, at about 03:00-04:00 AM, near Tikona Park, Naveen Shahdara, the petitioner called respondent no.2 into his car and asked to see the weapon which respondent no.2 had purchased after obtaining a licence. When respondent no.2 took out the magazine, the petitioner took the weapon from him and a shot was fired from the

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petitioner's hand, which hit the dashboard and the front windscreen of the car. It is further alleged that the petitioner did not return the pistol at that time, and returned it to the wife of respondent no.2 in the evening of the same day.

3. Learned counsel for the petitioner submits that the petitioner and respondent no.2 are neighbours residing in the same vicinity, and that they have amicably settled their disputes *vide* Compromise Deed dated 17.11.2026 (appended as Annexure-B to the present petition). The same reads as under:

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

1. That both the parties are neighbourers and residing in the same vicinity and there is no ill will between them.
2. That now the matter has been settled between both the parties with the intervention of relatives, family members and friends.
3. That the second party does not wants to pursue the present case in future against the first party and the second party do not want any legal action against the first party as the matter has already been settled between them.
4. 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.

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

6. 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.

7. That the second party shall appear before the Hon'ble High Court of Delhi at the time of hearing of quashing petition which shall be filed in respect of quashing of F.I.R. No.276/2026, U/s 125 of BNS, 2023 registered under the jurisdiction of Police Station Shahdara, 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.

4. The parties are present in Court and have been duly identified by the IO. It is stated that the matter has been settled between the parties, and that the respondent no.2 has entered into the settlement voluntarily, without any

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force, pressure or coercion. It is further stated that the parties have no objection if the FIR and the proceedings arising therefrom, are quashed.

5. It is noticed that section 125 of the BNS reads as under:

> *"125. Act endangering life or personal safety of others.—Whoever does any act so rashly or negligently as to endanger human life or the personal safety of others, shall be punished with imprisonment of either description for a term which may extend to three months or with fine which may extend to two thousand five hundred rupees, or with both, but—*
> *(a) where hurt is caused, shall be punished with imprisonment of either description for a term which may extend to six months, or with fine which may extend to five thousand rupees, or with both;*
> *(b) where grievous hurt is caused, shall be punished with imprisonment of either description for a term which may extend to three years, or with fine which may extend to ten thousand rupees, or with both."*

6. The offences under sections 125(a) and 125(b) BNS, are compoundable with the permission of the Court. It is noticed that, in the present case, there is no hurt which has been caused to the respondent no.2.

7. It is well settled that the High Court, in exercise of its inherent powers, may quash criminal proceedings involving even non-compoundable offences on the basis of a settlement between the parties, where the dispute is predominantly private in nature, and the possibility of conviction is remote, so that continuing the proceedings would be an abuse of the process of law.

8. Reference in this regard may be made to ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303; and ***Narinder Singh v. State of Punjab***, (2014) 6 SCC 466.

9. In ***Gian Singh*** (supra), it has been held 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*

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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 predominating 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."

10. In ***Narinder Singh v. State of Punjab***, (supra), the Supreme Court held as under:

"29.5. *While exercising its powers, the High Court is to examine as to*

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> *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/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."*

11. Further, in a decision dated 02.05.2025 rendered by a coordinate Bench of this Court in ***Vishal Malik & Anr. vs. The State (GNCTD) & Anr.,*** 2025:DHC:3426, it is noticed that this Court, while quashing an offence under section 125 BNS, held as under:

> *"8. In these circumstances, in line with the law laid down by the Supreme Court in Gian Singh vs. State of Punjab & Anr.: (2012) 10 SCC 303 as also in Narinder Singh & Ors. vs. State of Punjab & Anr.: (2014) 6 SCC 466 and considering the nature of the dispute and the fact that the settlement between the contesting parties have been amicably entered into, thus, this Court sees no reason, why the subject FIR and all the proceedings emanating therefrom should not be quashed. Continuing with the subject FIR and all subsequent proceedings would be a futile exercise, which would not be conducive to peace and harmony between the parties and amount to abuse of process of Court.*

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> *9. In view of the above facts, and the settlement arrived between the parties vide Memorandum of Understanding dated 15.02.2025, the FIR No. 76/2025 dated 15.02.2025 (subject FIR) for the offences under Section 125/3(5) of BNS Act and 25/27 of Arms Act registered at Police Station Kanjhawala and all consequential proceedings arising therefrom, are hereby quashed."*

12. In the present case, the dispute is between neighbours, and no injury is alleged to have been caused to any person. Respondent no.2, at whose instance the FIR was registered, has settled the matter and does not wish to pursue it. In these circumstances, the chances of conviction are remote and bleak, and no useful purpose would be served by continuing the proceedings.

13. Accordingly, the present petition is allowed. FIR No. 276/2026 dated 15.11.2026, registered under Section 125 of the BNS at P.S. Shahdara, Delhi, and all proceedings emanating therefrom are quashed, subject to payment of costs as directed hereinafter.

14. The petitioner and the respondent no.2 agree to cumulatively pay costs of Rs.1 Lakh to the Delhi High Court Legal Services Committee within a period of four weeks from today. They undertake to deposit the costs within the said period.

15. The petition is disposed of in the above terms. Pending application also stands disposed of.

SACHIN DATTA, J

NOVEMBER 20, 2026/r

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