$~63

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

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

\# **CNR No.DLHC010553772026**

\+ **CRL.M.C. 8569/2026**

MR NEELMANI DUBEY .....Petitioner

Through: Mr. Amit Sharma, Advocate.

versus

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

Through: Mr. Sanjeev Sabharwal, APP for the State.
Mr. Parvinder Singh, Adv. for R-2.
SI Sakshi Tanwar, PS Sarita Vihar.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*ORAL*)

CRL.M.A. 36010/2026 (Exemption from filing certified copies of annexures)

1. Exemption allowed, subject to all just exceptions.

2. The application stands disposed of.

CRL.M.C.8569/2026 & **CRL.M.A.36009/2026** (Stay)

3. The present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (hereinafter "BNSS") has been filed seeking quashing of FIR No. 0357/2026 dated 29.07.2026, registered at P.S. Sarita Vihar, Delhi under Sections 74, 76 and 127(2) of the Bharatiya Nyaya Sanhita, 2023 (hereinafter "BNS"), and all proceedings emanating therefrom, on the basis of a settlement arrived at between the petitioner and respondent No. 2/complainant.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

4. The subject FIR was registered on the complaint of respondent No. 2, who was working as a channel partner of an insurance company at the bank branch at which the petitioner was also employed. In the course of their work, the petitioner and respondent no.2 were required to undertake joint customer visits. It is alleged that on 17.07.2026, at about 7:30 PM, while the petitioner and respondent No. 2 were on their way to a customer visit, they stopped, at the petitioner's suggestion, at the residence of a colleague. The said colleague had introduced the petitioner to respondent No. 2 as a friend. The colleague was not present at the time, and the petitioner had a key to the premises. It is alleged that the petitioner locked the door from inside, used force against respondent No. 2, touched her inappropriately, and threatened her. Respondent No. 2 informed the colleague and her superiors of the incident, and the matter was referred to the POSH team of the bank. As no action had been taken thereon, she approached the police on 29.07.2026, whereupon the subject FIR came to be registered.

5. The petitioner was arrested on 29.07.2026. By order dated 30.09.2026, passed on the petitioner's third application for regular bail, the learned ASJ (FTC)-01, South-East District, Saket Courts, New Delhi admitted the petitioner to interim bail. The chargesheet dated 24.09.2026 has since been filed.

6. It is submitted that the parties have amicably resolved their disputes and have entered into a Compromise-cum-Settlement Deed dated 31.10.2026 (Annexure P-3). The relevant terms of the said deed read as under:

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

a) That the First Party undertake to file a petition to quash FIR No. 0357/2026 at P.S. Sarita Vihar and all the proceedings arising out of the said FIR, and the Second Party has no-objection to the filing of such a petition and the Second Party further undertakes to make a statement to this effect before the Hon'ble High Court.

b) That the Second Party specifically states that she does not want to pursue criminal litigation against the First Party and that she has no remaining grievance so far as the said FIR and the criminal proceedings arising therefrom are concerned.

c) That the Second Party further specifically states that she does not have any fear of the First Party and that she does not apprehend any threat, intimidation or harm from the First Party.

NOTARY Kamlesh Sharma DELHI Regd. No. 2360 of India

d) That it is expressly agreed that the POSH complaint already initiated by the Second Party before the Internal Committee / concerned organisation shall continue in accordance with the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013, and that nothing in this settlement deed shall be treated as withdrawal, waiver or compromise of the said POSH complaint. The POSH inquiry shall proceed independently of the criminal case.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

e) That the parties record that, in light of the POSH complaint already pending, the First Party has been transferred to another branch. The Second Party takes note of the said transfer. The First Party undertakes that he shall not seek posting at the same branch / workplace unit where the Second Party is required to work, during the pendency of the POSH proceedings, except with the written consent of the Second Party or as directed by the employer / Internal Committee / competent court.

f) That it has further been agreed between the parties that after quashing of FIR No. 0357/2026 at P.S. Sarita Vihar and all the proceedings arising out of the said FIR, both the parties herein undertake that neither of them would file any type of case of any nature whatsoever, either civil or criminal, against each other before any court of law / authority / police station pertaining to the said FIR in future.

g) That no party will approach or contact either party in any manner whatsoever after the execution of present compromise cum settlement deed and quashing of the FIR No. 357/2026. In furtherance to this compromise cum settlement deed if any kind of threat or criminal activity takes place towards the second party by the First Party, the first party will be responsible. However, this will apply to any other person to whom the First Party is not responsible or otherwise.

h) That there was no monetary demand made by the Second Party to execute the present compromise.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

7. Respondent No.2 has affirmed the settlement on affidavit (Annexure P-7). During the course of hearing today, respondent No. 2, who is present in person, reiterates that she is not desirous of pursuing the matter.

8. The Supreme Court in ***Gian Singh v. State of Punjab***, (2012) 10 SCC 303 has held as under:

> *"56. It needs no emphasis that* ***exercise of inherent power by the High Court would entirely depend on the facts and circumstances of each case****. It is neither permissible nor proper for the court to provide a straitjacket formula regulating the exercise of inherent powers under Section 482.* ***No precise and inflexible guidelines can also be provided.***
>
> *xxx xxx xxx*
>
> *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*

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

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."*

xxx xxx xxx

"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....."

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.*

xxx xxx xxx

29.7. While deciding whether to exercise its power under Section 482 of the Code or not, timings of settlement play a crucial role. Those cases where the settlement is arrived at immediately after the alleged commission of offence and the matter is still under investigation, the High Court may be liberal in accepting the settlement to quash the criminal proceedings/investigation. It is because of the reason that at this stage the investigation is still on and even the charge-sheet has not been filed. Likewise, ***those cases where the charge is framed but the evidence is yet to start or the evidence is still at infancy stage, the High Court can show benevolence in exercising its powers favourably****, but after prima facie assessment of the circumstances/material mentioned above.*

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

On the other hand, where the prosecution evidence is almost complete or after the conclusion of the evidence the matter is at the stage of argument, normally the High Court should refrain from exercising its power under Section 482 of the Code, as in such cases the trial court would be in a position to decide the case finally on merits and to come to a conclusion as to whether the offence under Section 307 IPC is committed or not. Similarly, in those cases where the conviction is already recorded by the trial court and the matter is at the appellate stage before the High Court, mere compromise between the parties would not be a ground to accept the same resulting in acquittal of the offender who has already been convicted by the trial court. Here charge is proved under Section 307 IPC and conviction is already recorded of a heinous crime and, therefore, there is no question of sparing a convict found guilty of such a crime."

10. A coordinate Bench of this Court in ***Atul Kumar v. State Govt. of NCT of Delhi and Anr.***, CRL.M.C. 1855/2025, decided on 25.04.2026, while quashing an FIR under Sections 74/75(1) BNS on the basis of a settlement, observed as under:

"2. Petitioner was posted as X-Ray Technician in the hospital in question and on 16.07.2024, one contractual employee (respondent No.2) herein, was present in the hospital and while she was alone, accused came there and started touching her inappropriately. She, accordingly, reported the matter to police which resulted in registration of the abovesaid FIR.

3. Charge-sheet has already been filed, albeit, evidence is yet to be led.

xxx xxx xxx

5. When the present matter was placed before learned Joint Registrar (Judl.) on 19.03.2025, detailed statement of respondent No.2 was recorded on oath wherein she, categorically, deposed that she had entered into the abovesaid settlement voluntarily and without any pressure and coercion. She also stated that the petitioner had tendered his unconditional apology, which she had accepted and, therefore, she was willing to cooperate for quashing of FIR in question.

xxx xxx xxx

8. When asked, she reiterates the abovesaid settlement and submits that she would have no objection if the FIR in question is quashed. She submits that though she continues to work in the same hospital, the petitioner has been transferred, somewhere else.

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37

xxx xxx xxx

10. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose. In any case, even the complainant does not wish to press any charges against the petitioner."

11. In the present case, the allegations pertain to a single incident. The MLC of respondent No. 2 records no visible external injury, and no offence of rape or attempt to rape has been invoked either in the FIR or in the chargesheet. Though the chargesheet has been filed, no prosecution witness has been examined so far. The petitioner has also been transferred to another branch, and has undertaken not to seek a posting at the branch where respondent No. 2 works during the pendency of the POSH proceedings. The complainant does not support the prosecution and wishes to move on. Subjecting the parties to trial would be an exercise in futility.

12. Further, the POSH inquiry is going on separately and the complainant's rights with regard thereto stand reserved. The quashing of the subject FIR shall have no bearing on the said inquiry.

13. Accordingly, the present petition is allowed. FIR No. 357/2026 dated 29.07.2026, registered at P.S. Sarita Vihar, Delhi under Sections 74/76/127(2)/351 BNS, and all proceedings emanating therefrom, stand quashed. The parties shall remain bound by the terms of the settlement.

14. The petition, along with the pending application, stands disposed of.

SACHIN DATTA, J

NOVEMBER 20, 2026/r, nb

Signature Not Verified
Digitally Signed
By:ABHISHEK THAKUR
Signing Date:23.11.2026
18:57:37