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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 30.09.2026**# **CNR No. DLHC010472112026**+ **CRL.M.C. 7370/2026 & CrI.M.A. 30785/2026**(51) **SHIVAM KUMAR RAI AND ORS**PetitionersThrough: Mr. Arvind Kumar and Mr. Prashant
Dohan, Advs.

versus

STATE NCT OF DELHI AND ANRRespondents

Through: Mr. Hemant Mehla, APP for State
along with Mohd. Naved and Mr.
Mayank Chaudhary, Advs.
SI Virender, PS Kamla Market# **CNR No. DLHC010473222026**+ **W.P.(CRL) 3083/2026**(65) **MOHD SAIM QAMAR**PetitionerThrough: Mr. Aravind Raj, Adv. (through v/c)
Mr. Aryan Tanwar, Adv.

versus

THE STATE NCT OF DELHI & ANR.Respondents

Through: Mr. Anand V. Khatri, SC, GNCTD.
Mr. Aditya Mishra, Adv. for R-3
(through v/c)
SI Virender, PS Kamla Market**CORAM:****HON'BLE MR. JUSTICE SACHIN DATTA****SACHIN DATTA, J. (ORAL)**

1. These petitions seek quashing of two cross-FIRs, i.e., FIR No. 445/2025 in CRL.M.C. 7370/2026 and FIR No. 448/2025 in W.P.(CrI.) 3083/2026, both dated 24.11.2025 and registered at PS Kamla Market under



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Sections 115(2)/126(2)/351(2)/3(5) of the Bharatiya Nyaya Sanhita, 2023 (“BNS”), arising out of the same altercation between students of Zakir Hussain College, Delhi.

2. The allegations concern reciprocal acts of voluntarily causing hurt, wrongful restraint, and criminal intimidation.

3. The parties are present in Court today, having been duly identified by the Investigating Officer, submit that they have resolved their disputes in terms of a comprehensive Memorandum of Understanding (“MoU”) dated 24.09.2026. The same reads as under:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at New Delhi on this 24 day of SEP 2026.

BETWEEN

1. Shivam Kumar Rai s/o Sh. Rajesh Kumar Rai r/o Vikramdev Patti, Reotipur, Ghazipur, Uttar Pradesh- 232328, Presently at New Delhi. Mobile no. 9555858074, Gmail: sr757889@gmail.com.

2. Pawan Singh Bohra s/o Sh. Kundan Singh, r/o c-139, Behind Sai Baba Mandir, Hari Nagar Ext Part-2, Badarpur, PO- Badarpur, Dist South Delhi, Delhi- 110044.

3. Satyam s/o Pravesh Kumar Mishra, Flat no-181, Pocket 6, Sector- A-5, Police Colony, Narela, North West Delhi, Delhi-110040.

4. Naman s/o Ranbir Singh, r/o Punsika (56), Rewari, Haryana-123101 through his Pairokar (Legal Representative) Ranbir s/o Duli Chand Yadav r/o Punsika (56), Rewari, Haryana-123101.

5. Gagan Tiwari s/o Sh. Vinod Kumar Tiwari r/o Village Killa, Mathura Bazar, Distt. Balrampur, Uttar Pradesh, mobile no: - 6391256836. Gmail: gagan123@gmail.com.

6. Altrash Sudha s/o Arbind Kumar, Ward no.8, Miscot, Motihari, PO: Motihari, Distt: East Champaran, Bihar-854501. Presently at New Delhi.



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AND

1. Mohd Saim Qamar s/o Samar Alam r/o H.no-2428, Main Bazar
Turkman Gate, Central Delhi, Delhi, mobile no: - 9718847727.
Gamil: - ssaim123@gmail.com.

WHEREAS, both the first and the second parties are the students of the Zakir Hussain Collage, Delhi University.

AND WHEREAS, due to some conflict and differences in the collage between both the parties their friendly relations are becoming stained, due to which both the parties get cross FIR registered on each other having FIR no. 445/2025 and 448/2026 respectively.

AND WHEREAS, the parties to this settlement mutually agreed that both of them will not peruse the present criminal case and also not to engage in any kind of litigation against each other which is directly or in-directly related to the present criminal matter.

AND WHEREAS, in order to settle the present dispute between the parties, the family members of both the parties have arranged family meeting and settle the present dispute between the parties and they have made the settlement on the following terms:

NOW THIS DEED IS WITNESSETH AS UNDER

1. That both the parties have amicably agreed to dissolve their dispute in the present FIRs having no. 445/2025 and 448/2025 respectively and thereafter, they shall file quashing of both the FIR under section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023.
2. That the FIR no.448/2025 under section 115(2), 126(2), 351(2),3(5) of the BNS,2023 got registered at PS Kamla Market over the complaint of Gagan Tiwari s/o Sh. Vinod Kumar Tiwari r/o Village Killa, Mathura Bazar, Distt. Balrampur, Uttar Pradesh, mobile no: - 6391256836 in regard of a collage fight.
3. That the FIR no.445/2025 under section 115(2), 126(2), 351(2),3(5) of the BNS,2023 at the PS Kamla Market over the complaint of Mohd Saim Samar s/o Samar Alam r/o H.no-2428, Main Bazar Turkman Gate, Central Delhi, Delhi, mobile no: - 9718847727 9 in regard of the same collage fight.
4. That the matter between both the parties was of a small argument which was turned out to be a fight between two groups of students of



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the same collage and resulting in the registration of the above-mentioned FIRs.

5. That both the parties have amicably settled all their dispute for the sake of their future and all the good endeavours they'll peruse in their future.

6. That both the parties have settled all the dispute between them and will not engaged in any kind of perusal of the present case or any other litigation related to the same.

7. That both the parties shall not claim any kind of compensation from the either party.

8. That both the parties agree to cooperate in the proceeding of the quashing of both the FIR's having no. 445/20256 and 448/2025 respectively under section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023.



9. That both the parties will also cooperate in any kind of mediation which is directed by the court.

10. That both the parties have entered the settlement with free will and voluntarily without and intervention of any pressure from either side.

IN WITNESS WHEREOF, both the parties have signed this MOU in the presence of the following witnesses and in the presence of each other.

Signature *Signature*

4. The aforesaid parties confirm that the settlement was entered into voluntarily, without any pressure, coercion or undue influence.

5. The complainant and the injured persons concerned in each FIR state that they have no objection to the quashing of the FIRs. The parties undertake to maintain peace and to refrain from indulging in similar acts in



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future.

6. The inherent power of the High Court, preserved by Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ('BNSS'), to quash criminal proceedings on the basis of a settlement between the offender and the victim is distinct from the power to compound offences, and is to be exercised to secure the ends of justice or to prevent abuse of the process of any court. The same has been observed by the Supreme Court in **Gian Singh v. State of Punjab**, (2012) 10 SCC 303.

7. Additionally, in **Narinder Singh & Ors. v. State of Punjab & Anr.**, (2014) 6 SCC 466, the Supreme Court has recognized the relevance of whether the settlement, on the basis of which quashing is sought, is going to bring about harmony between the parties which may improve their future social relationship.

8. As such, the present cases qualify as appropriate cases for quashing on the touchstone of the observations of the Supreme Court in the said judgment.

9. This is especially so since the subject FIRs arise out of a personal dispute between students. Acceptance of the settlement would reduce the prospect of renewed hostility and enable the parties to pursue their studies and careers.

10. Accordingly, FIR No.445/2025 (in CRL.M.C. 7370/2026) and all proceedings emanating therefrom are quashed; and FIR No.448/2025 (in W.P.(Crl.) 3083/2026) and all proceedings emanating therefrom are quashed.

11. The parties shall remain bound by the undertakings given before this Court to maintain peace.



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12. The petitions are disposed of in the above terms. Pending application(s), if any, also stand disposed of.

SACHIN DATTA, J

SEPTEMBER 30, 2026/cl,sd