



2026:DHC:8945



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 05<sup>th</sup> October, 2026**# **CNR No. DLHC010434722026**+ CRL.M.C. 6808/2026, CRL.M.A. 28437/2026 & CRL.M.A.  
28438/2026

ANIL KUMAR &amp; ORS.

.....Petitioners

Through: Mr. Godson George and Ms. Vinita  
Kumari, Advs. with petitioners in  
person  
M: 9250191196  
Email: godson.george92@gmail.com

versus

STATE OF NCT DELHI &amp; ORS.

.....Respondents

Through: Ms. Ekta Upadhyay, Adv. for R-2 to  
10 with respondents in person  
M: 9012075823  
Email:  
[adv.ektaupadhyay42@gmail.com](mailto:adv.ektaupadhyay42@gmail.com)  
Mr. Ajay Vikram Singh, APP

**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):**

1. The present petition has been filed under Section 528 of the Bharatiya  
Nagarik Suraksha Sanhita, 2023 ("BNSS"), corresponding to Section 482 of  
the Code of Criminal Procedure, 1973 ("CrPC"), for quashing of the First  
Information Report ("FIR") being *FIR No. 220/2024* dated 31<sup>st</sup> March, 2024,  
registered at Police Station ("PS") Burari, North District, Delhi, under

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2026:DHC:8945



Sections 285/337/304A of the Indian Penal Code, 1860 (“IPC”), along with all the consequential proceedings emanating therefrom, on the ground of settlement.

2. Issue notice. Notice is accepted by learned Additional Public Prosecutor (“APP”) appearing for the State, i.e., respondent no. 1, as well as by learned counsel appearing for respondent nos. 2 to 10, who are present before this Court.

3. The matter is taken up for final disposal with the consent of the parties.

4. The proceedings in respect of the aforesaid FIR are pending before the Judicial Magistrate First Class-09, Central District, Tis Hazari Courts, Delhi in *Cr. Case 18918/2024*, and are currently at the stage of arguments on the point of charge.

5. A Chargesheet dated 29<sup>th</sup> November, 2024, has been filed by the concerned Investigating Officer (“IO”) before the Trial Court, whereby, the petitioners have been charged under Sections 285/304A/34 of the IPC.

6. As per the documents on record, the following facts have been culled out:

6.1. On 30<sup>th</sup> March, 2024, at about 10:53 PM, there was a fire-related incident near *Bharat Petrol Pump, Main Road, 100 Foota Road, Gate No. 2, B-Block, Pradeep Vihar, Burari, Delhi*, where an Indraprastha Gas Limited (“IGL”) pipeline had caught fire while shifting/maintenance work was being undertaken.

6.2. Two workers of M/s Titiksha India, namely, Sh. Praveen Kumar and Sh. Raj Kumar Raut, sustained severe burn injuries as a result of the fire and subsequently passed away.



2026:DHC:8945



6.3. Respondent nos. 2 to 4 are the legal heirs of the deceased Sh. Praveen Kumar, while respondent nos. 5 to 10 are the legal heirs of the deceased Sh. Raj Kumar Raut.

6.4. The petitioners were present at the site where the incident occurred. Petitioner no. 1 was an Assistant Manager at IGL; petitioner no. 2 was the proprietor of M/s Titiksha India, which was a contractor providing manpower and equipment for undertaking pipeline-related work to IGL; and petitioner no. 3 was a third-party inspection engineer at Phistream Consulting Pvt. Ltd.

6.5. Given the respective roles held by the petitioners and their statements, the police investigation has so far concluded that the duties of the petitioners included ensuring safety and security while carrying out work at the said site.

7. Learned counsel appearing for respondent nos. 2 to 10 submits that the respondents have already settled the matter with the petitioners and do not wish to pursue the matter any further.

8. She submits that pursuant to the liberty granted in the order dated 15<sup>th</sup> September, 2026, passed in the present proceedings, a fresh Settlement Agreement dated 16<sup>th</sup> September, 2026, has been filed, as the previous two Settlement Agreements dated 08<sup>th</sup> May, 2024, and 27<sup>th</sup> September, 2024, had only been executed between petitioner no. 2 and the respective legal heirs of the two deceased persons.

9. In terms of the Settlement Agreement dated 16<sup>th</sup> September, 2026, executed between all the petitioners and respondent nos. 2 to 10, the parties have agreed to the following:

(i) Respondent nos. 2 to 4 acknowledged that they had been paid a



2026:DHC:8945



total sum of Rs. 20,65,000/- towards all their claims arising out of the death of Sh. Praveen Kumar.

(ii) Respondent nos. 5 to 10 agreed to settle all their claims arising out of the death of Sh. Raj Kumar Raut for a sum of Rs. 20,00,000/-, of which Rs. 11,00,000/- had already been paid, and Rs. 9,00,000/- would be paid by way of Demand Draft.

(iii) Respondent nos. 2 to 10 agreed to cooperate with the petitioners for quashing *FIR No. 220/2024*.

10. Respondent nos. 2 and 3 are present before this Court. Respondent no. 4 is a minor child, who is represented by respondent no. 2. The respective parties, i.e., the petitioners and the private respondents are identified by their respective counsels as well as the IO, who is present in Court.

11. Respondent nos. 2 and 3 jointly submit that they have already received a sum of Rs. 20,65,000/- from the petitioners.

12. Respondent nos. 5 and 6 are also present before this Court, and respondent no. 5 represents the minor children, i.e., respondent nos. 7 to 10.

13. Learned counsel appearing for the petitioners submits that respondent nos. 5 to 10 have already been paid Rs. 11,00,000/-, and the balance amount of Rs. 9,00,000/- is still payable.

14. He has handed over a Demand Draft for Rs. 9,00,000/- to respondent no. 5, i.e., Smt. Pinki Devi, who is the wife of the deceased Sh. Raj Kumar Raut. Respondent no. 5 has duly accepted the balance amount.

15. This Court has interacted with respondent nos. 2 to 10, and they have affirmed that, having received the requisite compensation amount from the petitioners, they do not wish to pursue the present matter any further.

16. Respondent nos. 5 to 10, who reside in East Champaran, Bihar, have



2026:DHC:8945



travelled to Delhi specifically for this case, and submit that it is not possible for them to pursue the matter any further.

17. They further submit that they are satisfied with the amount of compensation received, and do not want the proceedings before the Trial Court to continue.

18. This Court notes that the offences that the petitioners have been charged with are non-compoundable in nature.

19. It is well settled that this Court, in exercise of its inherent powers under Section 528 of the BNSS, corresponding to Section 482 of the CrPC, may quash criminal proceedings even in cases involving non-compoundable offences where the parties have arrived at a compromise.

20. However, the Supreme Court has cautioned against the exercise of its inherent power where the allegations are in relation to serious and heinous offences. In this regard, in the case of *Gian Singh Versus State of Punjab and Another, (2012) 10 SCC 303*, the Supreme Court held as under:

“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**

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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 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”

(Emphasis Supplied)

21. Further, in the case of ***Parbatbhai Aahir Alias Parbatbhai Bhimsinhbhai Karmur and Others Versus State of Gujarat and Another, (2017) 9 SCC 641***, the Supreme Court summarised the following principles for quashing of criminal proceedings:

“xxx xxx xxx

16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions:

16.1. Section 482 preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. The provision does not confer new powers. It only recognises and preserves powers which inhere in the High Court.

16.2. The invocation of the jurisdiction of the High Court to quash a first information report or a criminal proceeding on the ground



*that a settlement has been arrived at between the offender and the victim is not the same as the invocation of jurisdiction for the purpose of compounding an offence. While compounding an offence, the power of the court is governed by the provisions of Section 320 of the Code of Criminal Procedure, 1973. The power to quash under Section 482 is attracted even if the offence is non-compoundable.*

*16.3. In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the High Court must evaluate whether the ends of justice would justify the exercise of the inherent power.*

*16.4. While the inherent power of the High Court has a wide ambit and plenitude it has to be exercised (i) to secure the ends of justice, or (ii) to prevent an abuse of the process of any court.*

*16.5. The decision as to whether a complaint or first information report should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case and no exhaustive elaboration of principles can be formulated.*

*16.6. In the exercise of the power under Section 482 and while dealing with a plea that the dispute has been settled, the High Court must have due regard to the nature and gravity of the offence. Heinous and serious offences involving mental depravity or offences such as murder, rape and dacoity cannot appropriately be quashed though the victim or the family of the victim have settled the dispute. Such offences are, truly speaking, not private in nature but have a serious impact upon society. The decision to continue with the trial in such cases is founded on the overriding element of public interest in punishing persons for serious offences.*

*16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing insofar as the exercise of the inherent power to quash is concerned.*

*16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute.*

*16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a*



2026:DHC:8945



*criminal proceeding would cause oppression and prejudice; and  
xxx xxx xxx”*

*(Emphasis Supplied)*

22. In the present case, the parties have voluntarily settled their dispute, and respondent nos. 2 to 10 have duly received compensation from the petitioners in full and final settlement of all their claims.

23. Furthermore, respondent nos. 2 to 10 have clearly expressed their desire not to pursue the proceedings in connection with *FIR No. 220/2024* any further.

24. *Prima facie*, in the present case, there was accidental fire in the IGL gas pipeline, on account of which the incident happened.

25. Accordingly, no fruitful purpose would be served by permitting the continuation of the proceedings. Any further prosecution would amount to a waste of judicial time and resources.

26. Considering the facts and circumstances of the present case, *FIR No. 220/2024* dated 31<sup>st</sup> March, 2024, registered at PS Burari, North District, Delhi, and all consequential proceedings arising therefrom, are hereby quashed.

27. However, the petitioners are levied with a cost of Rs. 30,000/-, which is directed to be paid to the Delhi High Court Bar Association (“DHCBA”), within a period of two weeks, from today. The account details of the DHCBA are provided as under:

*D.H.C.B.A. Costs Account  
Account No.: 15530110179338  
IFSC Code: UCBA0001553  
Bank Name: UCO Bank  
Branch: Delhi High Court*

28. Proof of payment of the aforesaid cost shall be filed before this Court,



2026:DHC:8945



as well as with the concerned IO.

29. The present petition, along with the pending applications, stands disposed of.

**MINI PUSHKARNA, J**

**OCTOBER 5, 2026/KR**

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