



2026:DHC:8597



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**% **Date of Decision: 28th September, 2026**# **CNR No. DLHC010402032026**+ **W.P.(CRL) 2605/2026****ASLAM KHAN & ANR.Petitioners**Through: **Mr. Sunil Kumar, Advocate**
Mob: 9811028518

versus

STATE NCT OF DELHI & ANR.RespondentsThrough: **Mr. Rahul Tyagi, ASC (Crl.) with**
Ms. Priya Rai, Mr. Sangeet Sibou,
Mr. Rahul Khanna, Mr. Birendra
Singh and Mr. Priyansh Raj Singh,
Advocates for State
SI Sandeep Tomar, PS Harsh Vihar
Mob: 9760048829
Mr. N. K. Rathi, Mr. Vikas Sharma,
Mr. Anubhav Rathi and Mr. Shivam,
Advocates for R-2
Mob: 9990980333**CORAM:****HON'BLE MS. JUSTICE MINI PUSHKARNA****MINI PUSHKARNA, J. (Oral):**

1. The present writ petition has been filed under Article 226 of the Constitution of India, 1950 ("Constitution") read with Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 ("BNSS"), seeking quashing of the First Information Report ("FIR") being *FIR No. 0330/2025* dated 10th June, 2025, registered at Police Station ("PS") Harsh Vihar, North East,

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Delhi, under Sections 392(2)/336(3)/335/61(2)/3(5) of the Bharatiya Nyaya Sanhita, 2023 (“BNS”), along with all proceedings emanating therefrom.

2. Issue notice.

3. Notice accepted by learned Additional Standing Counsel (“ASC”) for the State as well as learned counsel for respondent no. 2, i.e., the complainant.

4. The petition is taken up for disposal with the consent of the parties.

5. The brief facts necessitating the filing of the present petition are as follows:

5.1. The impugned FIR came to be registered on 10th July, 2025, pursuant to a complaint by respondent no. 2 to the Deputy Commissioner of Police (“DCP”), North East, Delhi. In the impugned FIR, respondent no. 2 states that on 21st September, 2002, he had purchased the property in question, i.e., plot of land measuring 80 sq. yards out of the total land measuring 196 sq. yards, part of *Khasra No. 38/3, Harsh Vihar, Phase-II, Mandoli, Shahdara, Delhi*, later numbered by the Municipal Corporation of Delhi (“MCD”) as *C-1/164, Gali No. 7, Main Shukra Bazar, Harsh Vihar, Delhi*.

5.2. He states that he had bought the aforesaid portion in the property in question in the name of his father from Smt. Asha Gupta w/o Sh. Rakesh Kumar, who has possession of the remaining portion of the property in question. Furthermore, respondent no. 2 had the sale documents *qua* the sale of the property in question, registered with the office of the Sub Registrar – IV, Seelampur, Delhi, in presence of two witnesses.

5.3. Respondent no. 2 stated that he used to visit the property in question regularly to look after the same, and on one such occasion, i.e., 08th June, 2024, he found that someone had constructed a front wall on the property in



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question. Upon enquiry from the locals, he discovered that the one Aslam, i.e., petitioner no. 1, and his gang had constructed the said wall on 04th June, 2024 – 05th June, 2024.

5.4. Respondent no. 2 immediately made a call on 112 number, pursuant to which the police officials reached the spot and asked the parties, i.e., respondent no. 2 and petitioner no. 1 along with his associates to come to the PS. Upon examination by the police officials, it was found that petitioner no. 1 and his associates had forged documents for grabbing the property in question, as the said documents were notarised and that too from outside Delhi.

5.5. The PS was surrounded by the associates of petitioner no. 1, who misbehaved with respondent no. 2, and threatened him. Further, the police of the PS Harsh Vihar, North East, Delhi, has not taken any action against the petitioners, despite several visits by respondent no. 2.

5.6. Subsequently, respondent no. 2 got to know that petitioner no. 1 had filed a civil suit, wherein, *vide* an *ex-parte* order dated 14th June, 2024, *status quo* was granted *qua* the property in question. Furthermore, petitioner no. 1 herein had wrongly mentioned the name and phone number of respondent no. 2 herein, in the said civil suit, and has played clever tactics thereto.

5.7. Petitioner no. 1 had filed an anticipatory bail application being, *BAIL APPLN. 5055/2025*, however, the same was dismissed by this Court *vide* 21st April, 2026.

5.8. On 23rd May, 2026, the parties arrived at a settlement of all their disputes and reduced the same into writing *vide* Settlement Agreement / Memorandum of Understanding (“MoU”), whereby, it was agreed that



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petitioner no. 1 shall remove any construction raised by him in the property in question, and also pay Rs. 03 Lacs to respondent no. 2 for the quashing of the impugned FIR.

5.9. It was further agreed therein that petitioner no. 1 shall withdraw the civil suit titled as “*Aslam Khan Versus Bihari Lal & Ors*”, filed by him in respect of the property in question, unconditionally at his own cost and responsibility, and never to claim any interest, right or title in the property in question.

6. Learned counsel appearing for the petitioners submits that the petitioners have settled their dispute with respondent no. 2, and in terms of Settlement Agreement/MoU dated 23rd May, 2026 a sum of Rs. 03 Lacs was payable to respondent no. 2.

7. He submits that the said sum has already been paid to the respondent no. 2, and the petitioners have already withdrawn their civil suit against respondent no. 2 *qua* the property in question.

8. It is further submitted that the property in question already stands handed over to respondent no. 2.

9. Learned counsel appearing for the respondent no. 2, on instructions from respondent no. 2, who is present in Court, submits that the sum of Rs. 03 Lacs has already been received by respondent no. 2, and respondent no. 2 is in peaceful possession of the property in question, and thus, does not wish to pursue the present matter any further.

10. Learned ASC for the State, on instructions from the concerned Investigating Officer (“IO”), submits that in view of the settlement between the parties, they have no objection if the impugned FIR is quashed.

11. Learned ASC for the State further submits that on account of the



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impugned FIR, the police had spent lot of time on investigating the matter. He thus, submits that cost ought to be imposed.

12. In light of the aforesaid, the parties seek quashing of the impugned FIR.

13. The parties are present in Court, and are identified by their respective learned counsels.

14. Having heard the learned counsels appearing for the parties, this Court notes that the matter has been finally settled between the petitioners and respondent no. 2.

15. This Court notes that Sections 335, 336(3) and 61(2), under which the petitioners herein have been charged, are not compoundable offences.

16. It is no longer *res-integra* that this Court has the power to quash the criminal proceedings in cases of non-compoundable offences under the Code of Criminal Procedure, 1973 (“Cr.P.C”), i.e., now the BNSS, wherein, the parties have settled the matter between themselves. Thus, this Court is of the opinion that it would be unfair or contrary to the interest of justice to continue with the criminal proceedings in the present case, since the offence, although non-compoundable has been resolved by way of the Settlement Agreement/MoU dated 23rd May, 2026

17. The Supreme Court has clearly held that, in certain circumstances, the High Courts, in exercise of their powers under Section 528 of the BNSS (corresponding to Section 482 of Cr.P.C), can quash criminal proceedings, even with respect to non-compoundable offences, on the ground that there is a compromise between the accused and the complainant, especially when no overarching public interest is adversely affected.

18. The Supreme Court in the case of ***Gian Singh Versus State of Punjab***



and Another, (2012) 10 SCC 303, has held as follows:

“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 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)



19. Further, in the case of ***Narinder Singh and Others. Versus State of Punjab and Another, (2014) 6 SCC 466***, the Supreme Court has laid down guidelines for the High Courts while accepting settlement deeds between the parties and quashing the proceedings. The relevant observations in the said decision read as under:

“xxx xxx xxx

29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

(i) ends of justice, or

(ii) to prevent abuse of the process of any court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are



not to be quashed merely on the basis of compromise between the victim and the offender.

29.4. On the other hand, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

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”

(Emphasis Supplied)

20. It is to be noted that this Court in the case of ***Deepak Kumar Versus State (Govt. of NCT) of Delhi and Another., 2024 SCC OnLine Del 1305***, while quashing an FIR on the basis of settlement between the parties held as follows:

“xxx xxx xxx

6. Petitioner in the present case seeks to invoke the powers under Section 482 of Code of Criminal Procedure. The same is to be used to secure the ends of justice or to prevent the abuse of process of any Court. In which cases, the power to quash the criminal proceedings or the complaint or FIR may be used when the offender as well as victim have settled their dispute, would depend upon the facts and circumstances of each case and no generalised list or categories can be prescribed. However, the Court is required to give due regard to the nature and gravity of the offence and consider the impact on the society.

xxx xxx xxx”

(Emphasis Supplied)

21. Accordingly, considering the submission made before this Court, the FIR No. 0330/2025 under Section 329(2)/336(3)/335/61(2)/3(5) of the BNS, registered at PS Harsh Vihar, North East, Delhi, along with all proceedings



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emanating therefrom, is quashed.

22. However, considering the facts and circumstances of the present case, it is directed that the petitioners shall pay a cost of Rs. 10,000/-, which shall be deposited with the Delhi High Court Advocates Welfare Trust ('A/c No. 15530210002995, Bank Name: UCO Bank, Branch Address: Delhi High Court, IFSC: UCBA0001553').

23. The cost shall be paid within a period of one week, from today.

24. The petition is accordingly disposed of.

MINI PUSHKARNA, J

SEPTEMBER 28, 2026

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