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* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of Decision: 16th September, 2026*

CNR No. DLHC010439412026

+ CRL.M.C. 6862/2026 &CRL.M.A. 28726/2026

MOHD KALAM

.....Petitioner

Through: Mr. Anis Mohammad, Advocate with
petitioner in person.

versus

THE STATE AND ANR.

.....Respondents

Through: Mr. Sunil Kumar Gautam, APP for the
State with SI Vineesha and ASI
Narendar, PS Sarojini Nagar.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner herein seeks quashing of FIR No.153/2026 dated 13.04.2026, registered at Police Station Sarojini Nagar, for commission of offences under Sections 287/125(a) of *Bharatiya Nyaya Sanhita (BNS)*, 2023 (corresponding Sections 285/337 IPC), along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.

2. The abovesaid FIR was registered on basis of statement of Ramkalit Yadav (respondent No.2 herein) who was working as labour with J.K. Power Company, owned by Mohd. Kalam (accused herein). On the relevant day, when some digging work was going on, respondent No.2 came in contact of a live electric wire which resulted in injuries to him. He was immediately rushed to AIIMS Trauma Centre. FIR was registered as he had alleged that



the concerned contractor had not taken any safety measures at the time of abovesaid digging activity.

3. Charge-sheet has not been filed so far.

4. Petitioner is present in Court.

5. Respondent No.2 is also present in Court and has been duly identified by the Investigating Officer, who is present in Court.

6. Both the sides have entered into a comprehensive *Memorandum of Understanding* (MoU) dated 05.09.2026 and have been able to resolve all their disputes.

7. Learned counsel for the petitioner submits that respondent No.2 is still working under them and his salary has already been almost doubled and now he is being paid salary @ Rs.30,000/- per month as compared to earlier salary of Rs.17,000/- per month. He also submits that towards compensation for the injuries received by him, as per *Memorandum of Understanding* (MoU) dated 05.09.2026, a sum of Rs.1,00,000/- has been paid today by way of Demand Draft.

8. When asked, respondent No.2 reiterated the terms of abovesaid *Memorandum of Understanding* (MoU) dated 05.09.2026. He states that the matter has been amicably settled and as per the terms of settlement, he has received Rs.1,00,000/- as compensation by way of Demand Draft drawn on Axis Bank, today. He submits that he would have 'no objection' to the quashing of the FIR in question and that the settlement has been arrived at of his own free will and volition, without any coercion and undue influence. His affidavit to the abovesaid effect has been placed on record.

9. In view of the settlement arrived at between the parties, continuing with criminal proceedings would serve no useful purpose.



10. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the FIR.

11. Consequently, to secure the ends of justice, FIR No.153/2026 dated 13.04.2026, registered at Police Station Sarojini Nagar, for commission of offences under Sections 287/125(a) of *Bharatiya Nyaya Sanhita (BNS), 2023* (corresponding Sections 285/337 IPC) along with all consequential proceedings arising therefrom, is, hereby, quashed. Original affidavits and *Memorandum of Understanding (MoU) dated 05.09.2026* of the parties, copies of which have been placed on record in the present proceedings, shall be handed over to concerned SHO/IO within four weeks from today.

12. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

SEPTEMBER 16, 2026/st/sk