



\$~83

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
Date of Decision: 04th August, 2026

CNR No. DLHC010351802026

+ **W.P.(CRL) 2310/2026**

VIPIN JAIN

.....Petitioner

Through: **Mr. Shivam Sharma with Mr. Prince Gupta, Advocates with petitioner in person**

versus

THE STATE OF NCT OF DELHI & ANR.Respondents

Through: **Mr. Yasir Rauf Ansari, ASC (Criminal) with Mr. Alok Sharma and Ms. Pavitra Dixit, Advocates and Insp. Mahesh Kumar, PS SP Badli. Respondent No.2 in person.**

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner seeks quashing of FIR No.333/2026 dated 25.04.2026 registered at P.S. Samaipur Badli for commission of offences under Sections 289/125(a) of *Bharatiya Nyaya Sanhita (BNS)*, 2023 (corresponding Sections 287/337 of IPC), along with all consequential proceedings arising therefrom, on the basis of amicable settlement between the parties.
2. As per allegations appearing in the abovesaid FIR, respondent No.2 was working as a helper in the factory of the petitioner and was deputed on a grinder machine. On the fateful day, while working on such grinder machine, his right hand got caught in the machine and got severed.
3. On the basis of the allegations and averments made in the FIR, the abovesaid case has been registered.



4. Both the sides have, however, entered into amicable settlement. As per the terms of *Settlement Deed* dated 13.07.2026, the compensation amount is stated to be Rs.2,00,000/- and respondent No.2 would continue to work in the same unit of petitioner.
5. It is in the abovesaid backdrop that quashing of FIR in question is being sought.
6. Petitioner is present in Court.
7. Respondent No.2 is also present in Court and has been duly identified by his counsel as well as IO, who is present in Court.
8. When asked, respondent No.2 states that the matter has been amicably settled and he has agreed to accept a sum of Rs.2,00,000/- as per the terms of settlement. He, though, contends that he is satisfied with the compensation offered, such settlement amount is found to be on lower side.
9. During course of consideration, when asked, the petitioner himself volunteered to pay additional sum of Rs.3,00,000/-. Thus, the total settlement amount would now be Rs.5,00,000/-. A short pass over was sought to transfer the entire settlement amount, online, in the account of respondent No.2.
10. The matter has been taken again, after pass over.
11. The petitioner submits that an entire sum of Rs.5,00,000/- has been transferred to the account of respondent No.2 (Rs.2,00,000 through NEFT and Rs.3,00,000/- through RTGS).
12. Copy of such bank transfer has been taken on record.
13. Respondent No.2 acknowledges receiving the said amount and 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.

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

15. 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.

16. Consequently, to secure the ends of justice, FIR No.333/2026 dated 25.04.2026 registered at P.S. Samaipur Badli for commission of offences under Sections 289/125(a) of *Bharatiya Nyaya Sanhita (BNS), 2023* (corresponding Sections 287/337 of IPC), along with all consequential proceedings arising therefrom, is hereby quashed. *Settlement Deed* and original affidavits of the parties, copies of which have been placed on record in the present proceedings, be deposited with the concerned SHO/IO within period of two weeks, so that these become part of the Trial Court Record.

17. The petition stands disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

AUGUST 4, 2026/st/sa