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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ W.P.(CRL) 3201/2025

NISHANT KUMAR .....Petitioner

Through: Adv. Kartikay Kaushik, Mr. Vaibhav, Mr. Vikas Chaudhary, Ms. Riddhi, Mr. Jivesh Aneja and Ms. Lisha, Advocates along with Petitioner in person.

versus

THE STATE OF NCT OF DELHI & ANR. .....Respondents

Through: Mr. Yasir Rauf Ansari, ASC (Criminal) with Mr. Alok Sharma, Advocate for the State along with SI Sumit, PS Bawana.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **05.02.2026**

1. This petition seeks quashing of FIR No. 336/2025 registered under Sections 289, 106(1) of the Bharatiya Nyaya Sanhita, 20233 at P.S. Bawana North, Delhi and all other proceedings emanating therefrom. The request for quashing is premised on a compromise between the Petitioner and the legal heirs of the deceased.

2. On a previous occasion, Mr. Yasir Rauf Ansari, ASC (Criminal) for the State, pointed out that, on a *prima facie* computation under the Employees' Compensation Act, 1923, the compensation payable on the basis of the last drawn salary of the deceased would be approximately ₹19.2 lakhs.

3. In response, the Petitioner has agreed to enhance the monetary component of the settlement to ₹7.5 lakhs, payable to the widow of the deceased. The Petitioner has further offered employment to the brother of the deceased on a monthly salary of ₹19,000/-, stated to be the salary drawn by the deceased.

4. The Court records that the settlement has two distinct limbs: (i) an immediate payment to the widow, and (ii) a continuing obligation in the nature of employment to the brother of the deceased. Since the employment component is being projected as a substantial part of the overall restitution package, safeguards are required so that the settlement does not become illusory by reason of discontinuance of employment, separation of residence, or disputes within the family.

5. Mr. Yasir Rauf Ansari, ASC (Criminal) for the State, submits that, as a substantial portion of the settlement is structured in the form of employment rather than lump-sum compensation, the arrangement must be subject to strict and enforceable conditions.

6. Accordingly, counsel for the parties shall obtain instructions from their respective clients and, upon due deliberation, ascertain whether they are agreeable to the terms noted below. If the parties are agreeable, the Petitioner shall file an affidavit setting out the terms and undertaking compliance as follows:

6.1. The designation, place of posting, monthly salary structure (fixed and variable components, if any), and date from which the brother of the deceased shall be taken on employment;

6.2. The minimum assured tenure for which the said employment shall continue. The tenure shall not be less than 10 years from the date of joining, unless discontinued for reasons attributable to the employee as recorded in writing in accordance with the terms of engagement;

6.3. During the assured tenure, the brother of the deceased shall not be removed/terminated or his wages reduced, except for proven misconduct after issuance of a written show cause notice and a reasoned order, a copy whereof shall simultaneously be furnished to the widow of the deceased;

6.4. If the brother of the deceased is removed/terminated during the assured tenure, or if the Petitioner discontinues the employment arrangement contrary to the undertaking, the balance amount of approximately ₹11.7 lakhs (being the difference between ₹19.2 lakhs and ₹7.5 lakhs), or such amount as this Court may determine on the next date, shall become immediately payable to the widow of the deceased within four weeks, without prejudice to the rights and remedies of the parties;

6.5. If the brother of the deceased voluntarily resigns/abandons service during the assured tenure, the Petitioner shall, within two weeks of such cessation, place on record: (a) the resignation/communication of cessation, (b) proof of final settlement of dues, and (c) an offer, for a period of 30 days, to re-engage him on the same terms. If despite such offer the employment does not resume, the Petitioner shall deposit an additional amount of ₹5 lakhs with the Registrar General of this Court, to be released to the parents/widow (or kept in an FDR in their name, if so directed), subject to further orders. This is intended to ensure that the settlement does not fail by reason of a break in the employment limb.

7. Further, in order to address the concern that the brother of the deceased may reside separately and the parents of the deceased should not be left unsupported, the Petitioner must consider the option of making

payment of a sum of ₹7,500/- per month to the parents of the deceased for a period of ten (10) years. In the event of the demise of both parents during the said period, the said amount can thereafter be paid to the widow of the deceased.

8. Counsel for the parties are directed to obtain instructions from their clients and to apprise this Court as to whether the aforesaid terms are acceptable to both sides.

9. It is clarified that the prayer for quashing shall be considered only after the aforesaid terms are agreed to, necessary undertakings are filed, and proof of compliance is placed on record.

10. Re-notify on 25th March, 2026.

SANJEEV NARULA, J

FEBRUARY 5, 2026/ab