



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 9TH DAY OF JULY, 2026

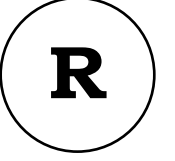
BEFORE

THE HON'BLE MR. JUSTICE M.NAGAPRASANNA

WRIT PETITION NO. 18978 OF 2026 (GM-RES)

BETWEEN:

1. SRI. VELU @ VELMAYIL SOMU
S/O SOMU,
AGED ABOUT 43 YEARS,
R/AT NO.2/24,
MARIAMMAN KOVIL STREET,
THIMMACHUR, VILUPPURAM,
TAMIL NADU - 605 751.
2. SRI. ABHISHEK SURANA
S/O HANUMAN MAL SURANA,
AGED ABOUT 44 YEARS,
R/AT NO.536, GF-A,
RAJESHWARI PALACE,
27TH CROSS ROAD,
KENCHENAHALLI,
NEAR PADMAVATI
KALYAN MANTAP (BACK GATE),
IDEAL HOME SOCIETY,
RAJARAJESHWARINAGAR,
BENGALURU - 560 098.
3. SRI. ALOK. S. SUNDAR
AGED ABOUT 40 YEARS,
R/AT NO.13, 3RD MAIN,
SUDARSHAN LAYOUT,
BEML 3RD STAGE,





RAJARAJESHWARINAGAR,
BENGALURU - 560 098.

...PETITIONERS

(BY SRI. KARTHIK KUMAR K., ADVOCATE)

AND:

1. THE STATE OF KARNATAKA
BY RAJARAJESHWARI NAGAR
POLICE STATION,
REPRESENTED BY
STATE PUBLIC PROSECUTOR,
HIGH COURT COMPLEX,
BENGALURU - 560 001.
2. SONU MACHWAR
S/O ROYDAS MACHWAR,
AGED ABOUT 25 YEARS,
R/AT NO.-NIL, GLOBLE VILLAGE,
FRONT GATE, PATTAMAGERE,
R.R NAGAR,
BENGALURU CITY - 560 098.

...RESPONDENTS

(BY SRI. B.N. JAGADEESHA, SPP-1 FOR R1)

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA READ WITH SECTION 528 OF THE BNS, 2023, PRAYING TO QUASH THE FIR DTD 27.05.2026 IN SO FAR AS THE PETITIONER NO. 1, 2 AND 3/ ACCUSED NO. 1, 2 AND 3 ARE CONCERNED IN CRIME NO. 177/2026 REGISTERED BY RESPONDENT RAJARAJESHWARI NAGAR POLICE STATION BANGALORE FOR OFFENCES PUNISHABLE



UNDER SECTION 106 (1) OF BHARATIYA NYAYA SANHITA (BNS) 2023 ON THE FILE OF LEARNED 46TH ADDL. CMM COURT BANGALORE CITY CIVE ANNEX-A.

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: **HON'BLE MR. JUSTICE M.NAGAPRASANNA**

ORAL ORDER

Petitioners – accused Nos.1 to 3 stand at the doors of this Court calling in question registration of a crime in Crime No.177/2026, pending before the 46th Additional Chief Metropolitan Magistrate Court, Bengaluru, for the offence punishable under Section 106(1) of the Bharatiya Nyaya Sanhita, 2023 (for short 'the BNS'), the statutory successor to Section 304A of the Indian Penal Code.

2. The prosecution springs from a tragedy that no Court can narrate without a sense of profound sorrow—the untimely extinguishment of the life of a child barely two and a half years of age.

3. Heard Sri. Karthik Kumar K., learned counsel appearing for the petitioners, Sri. B.N. Jagadeesha, learned



SPP-1, appearing for respondent No.1 and have perused the material on record.

4. Facts in brief, germane, are as follows:

The second respondent is the bereaved father. The little child, innocent wandered into the premises of the petitioners where construction activity was in progress. A water tank, left within the premises for the purposes of construction, became the receptacle of an unspeakable tragedy. The child accidentally fell into the tank and drowned. From that singular event of immeasurable human loss has emerged on the allegation that the petitioners were rash and negligent, thereby attracting the offence punishable under Section 106(1) of the BNS.

5. It is an admitted position that the deceased child was neither employed by nor entrusted to the care, custody or supervision of the petitioners. The child had merely entered the premises from the adjoining property. It is in that factual backdrop, that the petitioners contend that the foundational ingredients constituting criminal rashness or negligence, as



contemplated under Section 304A of the erstwhile Indian Penal Code or its present avatar under Section 106(1) of the Bharatiya Nyaya Sanhita, would not stand attracted.

6. The parties, recognising that litigation seldom heals the wounds of bereavement, had initially placed before this Court a memorandum of settlement. The amount offered as compensation was a sum of ₹2,00,000/-. This Court found itself unable to lend its imprimatur to such a settlement. **Human life is beyond pecuniary valuation; yet when compensation is sought to be substituted for criminal proceedings, the Court cannot permit a settlement that appears manifestly disproportionate to the gravity of the loss. The life of a child, radiant with unfulfilled promise and infinite possibilities, cannot be reduced to a figure that scarcely reflects the enormity of the tragedy.** The Court, therefore, declined to accept the settlement and called upon the petitioners to revisit the proposal with a greater sense of responsibility and compassion.

7. Pursuant thereto, on 01.07.2026, the petitioners returned before the Court with an enhanced proposal. They



offered to pay a consolidated sum of ₹5,00,000/- together with an undertaking to pay ₹10,000/- every month for the succeeding twelve months. The affidavit of the petitioners reads as follows:

"AFFIDAVIT

We,

SRI. VELU @ VELAMAYIL SOMU, S/o Somu, Aged about 43 years, R/at No.2/24, Mariamman Kovil Street, Thimmachur, Viluppuram, Tamil Nadu, today at Bangalore, the PETITIONER NO.1 and

SRI. ABHISHEK SURANA, S/O Hanuman Mal Surana, Aged about 44 years, Residing at No.536, GF-A, Rajeshwari Palace, 27th Cross Road, Kenchenahalli, Nest Padmavati Kalyan Mantap (Back Gate), Ideal Home Society, Rajarajeshwarinagar, Bengaluru, the PETITIONER NO.2; and

SRI. ALOK S. SUNDAR, Aged about 40 years, R/at No.13, 3rd Main, Sudarshan Layout, BEML 3rd Stage, Rajarajeshwarinagar, Bengaluru, the PETITIONER NO.3;

do hereby solemnly affirm and state on oath as follows:

1. I state that, we are Petitioner No.1, 2 and 3 in this case. I am well acquaintance with facts and circumstances of this case. Hence, I am swearing to this affidavit on our behalf.

2. I state that, we have filed the present petition seeking to quash F.I.R. dated 27.05.2026, in Crime No.0177 of 2026 registered by Respondent Rajarajeshwari Nagar Police Station, Bangalore, for the offences punishable under Section 106(1) of Bharatiya Nyaya Sanhita [BNS], 2023, on the file of the Learned 46th Addl. CMM Court, Bangalore City.



3. I state that, during the pendency of the present proceedings, the parties have amicably resolved all our disputes. Pursuant to the said settlement, it was mutually agreed that we, the deponents, shall jointly pay a total compensation of Rs.6,20,000/- (Rupees Six Lakhs Twenty Thousand only) to Respondent No.2 towards the full and final settlement of all claims and disputes arising out of the present proceedings. In furtherance of the said compromise and in order to demonstrate our bona fide intention to honour the terms of settlement, we have jointly arranged and drawn demand drafts in favour of Respondent No.2, namely:

>Demand Draft bearing No.518779 for Rs.50,000/- [Rupees Fifty Thousand only],

> Demand Draft bearing No.431377 for Rs.2,00,000/- [Rupees Two Lakhs only],

> Demand Draft bearing No.517281 for Rs.1,00,000/- [Rupees One Lakh only].

>Demand Draft bearing No.517277 for Rs.1,00,000/- [Rupees One Lakh only],

>Demand Draft bearing No.431390 for Rs.50,000/- [Rupees Fifty Thousand only]

which together constitute a substantial portion of the agreed compensation payable to Respondent No.2. The said demand drafts are being produced before this Hon'ble Court as evidence of our compliance with the terms of the compromise.

4. I state that, we hereby voluntarily undertake to jointly deposit a sum of Rs.10,000/- Rupees Ten Thousand Only] every month into the bank account of Respondent No.2 for a continuous period of one year, commencing from 10.08.2026 and continuing up to 10.08.2027. I further state that the said monthly deposits shall be made regularly on or before the 10th day of each succeeding month without any default.



VERIFICATION

We, the deponents, do hereby verify that the contents of the above affidavit are true and correct to the best of my knowledge, information and belief. Nothing material has been concealed therefrom and no part of it is false."

(Emphasis added)

Having regard to the economic circumstances of the family of the deceased, this Court considered not merely the quantum of compensation, but also the manner in which such compensation would best serve the surviving members of the bereaved household.

8. The father of the deceased is a mason, earning his livelihood through daily wages, and is burdened with the responsibility of nurturing two other young children. Experience teaches Courts that a substantial lump sum, placed in the hands of an impoverished family struggling for daily survival, may be consumed by immediate necessities, leaving little for the long-term welfare of the surviving children. Compassion, therefore, demanded not merely disbursement but preservation.

9. It was in those circumstances that this Court directed that the amount of ₹5,00,000/- be invested in an interest-



bearing deposit, so that the corpus remains protected, while the periodic returns become a source of sustenance for the family.

10. Today, learned counsel appearing for the petitioners has produced before this Court a Demand Draft for a sum of ₹5,00,000/- and has reaffirmed the undertaking that the balance amount shall be paid in monthly instalments of ₹10,000/- for a period of one year.

11. This Court is of the considered view that the Demand Draft shall be invested under the Post Office Monthly Income Scheme after opening an appropriate account in the name of the complainant. The petitioners shall ensure that all necessary formalities are completed so that the monthly interest generated under the Scheme is directly made available to the complainant, for a period of five years. Such recurring income shall be utilised exclusively for the welfare, education and upbringing of the surviving son and daughter. Upon the daughter attaining the age of majority, the investment may thereafter continue to remain available for withdrawal by the complainant in accordance with law.



12. The Courts do not merely adjudicate disputes; at times they become silent custodians of equity where law intersects with human suffering. The judicial process cannot restore a life that has been irretrievably lost, nor can any monetary recompense assuage the anguish of parents. Yet, where parties seek closure and the law permits such settlement, the Court bears the solemn obligation of ensuring that justice is not reduced to a mere commercial bargain, but, assumes the character of meaningful restitution. The arrangement fashioned in the present case is intended to preserve not merely the compensation, but the future of those children, who continue to look to their parents for hope after the family has endured an irreplaceable loss.

13. The undertaking furnished by the petitioners to continue payment of ₹10,000/- every month for the ensuing twelve months is placed on record.

14. Needless to observe, should there be any default in honouring the undertaking, it shall be open to the complainant



to seek revival of the present proceedings and invite appropriate orders from this Court.

15. For the aforesaid reasons, the following:

ORDER

- a. The writ petition is allowed.
- b. The proceedings in Crime No.177/2026, pending before the 46th Additional Chief Metropolitan Magistrate Court, Bengaluru, stand quashed, *qua* the petitioners.
- c. In the event of default of payment by the petitioners, as is observed in the course of the order, respondent No.2 – complainant is at liberty to seek revival of the proceedings.

Ordered accordingly.

**Sd/-
(M.NAGAPRASANNA)
JUDGE**