

IN THE HIGH COURT OF DELHI AT NEW DELHI

Date of decision: 22nd December, 2015

W.P.(CRL) 3066/2015 & CRL.M.A. 18809/2015

RASHMI JHINGRAM & ANR

..... Petitioners

Through: Mr Vishal Verma, Advocate.

versus

STATE & ANR

..... Respondents

Through: Mr Sanjay Lao, Addl. Standing
Counsel (Crl.) with SI Balwan Singh,
PS- Vasant Kunj South.

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

1. The present is a petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (CrPC) seeking quashing of FIR No.16/2015 under Sections 279/337 IPC registered at Police Station- Vasant Kunj South and the proceedings arising therefrom.

2. The subject FIR was registered as a consequence of a road accident that occurred on 05.01.2015 at about 4:20 p.m. at Masoodpur village falling under the jurisdiction of Police Station- Vasant Kunj South.

3. The complainant, who is present in person, states that whilst waiting at the bus stand, she was hit by a vehicle owned by petitioner No.1 and being driven by petitioner No.2, who is a young lady aged 31 years old. The complainant further states that consequent upon the said accident in which she sustained injuries, the petitioner No.2 escorted her to Indian Spinal Centre at Vasant Kunj to ensure that she receives prompt treatment.

4. The complainant, who is present in person, and has been identified by the IO in the subject FIR SI Balwan Singh, PS- Vasant Kunj South, states that the parties to the accident have arrived at an amicable resolution as encapsulated in a compromise-cum-settlement deed dated 13.10.2015. The salient terms of the said compromise-cum-settlement dated 13.10.2015 are as follows:-

“1. That the First party and Second party offer to the Third party to give a sum of Rupees 20,000/- as full and final settlement regarding the present FIR as well as the MACT claim if any and the Third party is ready to settled the matter.

2. That the Second Party under takes that she would pay a total sum of Rs. 20,000/- (Rs. Twenty Thousand Only) as a goodwill gesture towards all the losses for the pain and suffering by the Third Party for the above mentioned case i.e. pending before the Hon'ble Court of Shri. Sunil Kumar Sharma MM, Patiala House Court, New Delhi for the Case FIR 0016/2015 of PS-Vasant Kunj South and MACT claim if any.

3. That out of the total sum of Rs 20,000/- (Rs. Twenty thousand only) the Second Party would pay a sum of Rs 10,000/- (Rs. Ten Thousand) in DD before the Hon'ble High Court of Delhi at New Delhi at the time of recorded her statement and quash the aforesaid FIR and remaining of Rs 10,000/- (Rs. Ten Thousand only) by way of equal monthly installment of Rs 5000/- (Rs. Five Thousand) by way of Cheque on the receipt and if the second Party would provide the account Number then it would be deposited in the account by way of money transfer or directly depositing through cheque of the First Party.

4. That the Third party under takes that after quashed the aforesaid FIR she would not filed any other case against the First Party and Second party.

5. That the first p[arty and Second party undertake that they would not give any phone call to the Third party and the above mentioned friends of the Third party, who were available at the site.

6. That the First party and Second party undertake that she would not follow directly or indirectly to the third party and the above mentioned friends of the third Party who were available at the site.

7. That the First party and Second party undertake that they would not interfere in any manner in the life of the third party and the above mentioned friends of the third Party who were available at the site.

8. That if the first/second party defaults on any of the above terms and conditions or anything goes wrong with the third party and her above mentioned friends available at the site then the husband of the Second party would be made liable for the same.

9. That the Third party has amicably agreed to help the First party and Second party to get the above said FIR quashed from the Hon'ble High Court of Delhi as per the provision of Section 482 Code of Criminal Procedure or under Art. 227 of Constitution of India.

10. That it has also been agreed that no party shall interfere in the personal and professional life of each other party in future.”

5. In a nutshell it has been agreed by and between the parties that on the petitioner paying the complainant a sum of Rs.20,000/- which has been handed over in cash in court today, the complainant would cooperate with them in seeking quashing of the subject FIR.

6. A perusal of the foregoing reveals that the present case does not fall within the categories exempted by the Supreme Court in *Gian Singh v. State of Punjab*, (2012) 10 SCC 303, as offences which cannot be settled or quashed. Furthermore, the complainant has already been reimbursed and compensated for the expenses incurred by her towards treatment of the injuries caused to her as a consequence of the accident.

7. In view of the foregoing, since the dispute arising out of the accident by a vehicle owned by petitioner No.1 and being driven by petitioner No.2, has been resolved amicably between the parties, without any undue influence, pressure or coercion and the complainant has already been reimbursed and compensated for the expenses incurred by her towards

treatment of the injuries caused to her as a consequence of the said accident, no useful purpose will be served by proceeding with the subject FIR.

8. Resultantly, FIR No.16/2015 under Sections 279/337 IPC registered at Police Station- Vasant Kunj South and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioners.

9. With the above directions, the present writ petition is allowed and disposed of accordingly.

DECEMBER 22, 2015
mk

SIDDHARTH MRIDUL, J