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

**Date of decision: 04.04.2016**

**W.P.(CRL) 1081/2016**

**MAHDU BISEN**

..... Petitioner

Through: Arshu John, Advocate

versus

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

Through: Ms. Richa Kapoor, ASC (Criminal)  
with SI Pushpender, PS- Defence  
Colony for R-1  
Respondent No.2 in person

**CORAM:**

**HON'BLE MR JUSTICE SIDDHARTH MRIDUL**

**SIDDHARTH MRIDUL, J (ORAL)**

**CRL.M.A.5572/2016 (Exemption)**

Exemption granted subject to all just exceptions.

The application is disposed of accordingly.

**W.P.(CRL) 1081/2016 & CRL.M.A.5571/2016 (Stay)**

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 (Cr.P.C.) seeking quashing of FIR No.511/2015, under Section 279 IPC, registered at

Police Station- Defence Colony, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered as a consequence of a collision between the vehicles driven by the petitioner No.1 on the one hand and by the complainant/respondent No.2 on the other. Pursuant to the registration of the subject FIR, the aforesaid parties have entered into a settlement dated 14.03.2016 with the aid and assistance of the Mediation Centre, Saket Courts, Delhi which is annexed to the present petition as Annexure-P-2 (Collectively). The salient terms and conditions of the afore-stated settlement agreement dated 14.03.2016 are as under:-

#### “SETTLEMENT AGREEMENT

THIS AGREEMENT of settlement made at New Delhi on this 14<sup>th</sup> Day of March, 2016 between Ms. MADHU BISEN wife of Mr. Ajay Singh Bisen resident of H.No.A 456, 1<sup>st</sup> Floor, Defence Colony, New Delhi-110024 (hereinafter called Party No.1) of the ONE PART and Ms. RUCHIKA DARIRA daughter of Mr. Lokesh N. Darira, resident of H.No.5/22, Ground Floor, Sarvapriya Vihar, New Delhi – 110016 (hereinafter called Party No.2) of the OTHER PART.

WHEREAS disputes and differences have arisen between the parties aforementioned regarding a motor accident which occurred on 29.12.2015, involving the cars of the aforesaid parties being Car No.MH02 BY 7398 of the Party No.1 and car No.DL 12 CH 6022 of the Party No.2.

AND WHEREAS pursuant where to, Party No.2 got registered FIR No.511 of 2015 dated 31.12.2015, at PS Defence Colony under Section 279 IPC, against Party No.2.

AND WHEREAS pursuant whereto, Party No.2 got registered FI RNo.511 of 2015 dated 31.12.2015, at PS Defence Colony under Section 279 IPC against, against Party No.1.

AHS WHEREAS Party No.2 also filed a Civil Suit No.55 of 2016, titled 'Ruchika Darira vs. Madhu Bisen', claiming an amount of Rs.1,00,000/- (Rupees One Lakh Only) towards mental agony.

AND WHEREAS the parties have agreed to settle their disputes and differences amicably between themselves without recourse to litigation and for that purpose are willing to abandon their claims in the manner hereinafter appearing.

1. That the party no.2 voluntarily agrees to withdraw without liberty to re-file, the Civil Suit No.55 of 2016, filed by her against Party No.1, which is pending at Saket District Courts, New Delhi, on its next date of hearing i.e. 14<sup>th</sup> March, 2016. That in consideration for the same, party no.1 undertakes to make payment without prejudice of Rs.30,000/- (Rupees Thirty Thousand Only), vide bankers cheque No.435878 dated 10.03.2016 drawn on State Bank of India, Defence Colony in favour of the party No.2, on the date on which the Court of the Ld. Civil Judge is pleased to record and allow the withdrawl of the Civil Suit No.55 of 2016, by the Party No.2.
2. That the party No.2 voluntarily agrees to the quashing of FIR No.511 of 2015, on the basis of compromise arrived at by the mutual consent of both the aforesaid parties, against the payment without prejudice of Rs.10,000/- (Rupees Ten Thousand Only), by the Party No.1 to the Party No.2 Rs.30,000/- (Rupees Thirty Thousand only), vide bankers cheque no.435877 dated 10.03.2016 drawn on State Bank of India, Defence Colony in favour of the Party No.2, on the date on which the Hon'ble High Court of Delhi is pleased to quash the aforesaid FIR No.511/2015.

3. That the Party No.1 undertakes to file the petition seeking quashing of FIR No.511/2015, before the Hon'ble High Court of Delhi, on or before 31<sup>st</sup> March, 2016.
4. That Party No.2 voluntarily agrees and undertakes to appear before the Hon'ble High Court of Delhi, on each and every date of hearing fixed in the petition as stated in paragraph No.3 till the final disposal of the case, and truthfully record her statement of consent for quashing the aforesaid FIR No.511 of 2015, before the Hon'ble High Court of Delhi.
5. That both parties voluntarily agree that the terms of the instant agreement as set forth in paragraph 1 and in paragraphs 2 to 4 are expected to be implemented in the same order of priority, though completion thereof might not be in the said order for reasons beyond the control of either party. It is agreed and understood by both parties that where performance of the terms of settlement set forth in paragraph 1 herein, cannot be completed, before performance of the terms of settlement as set forth in paragraph 2 to 4 herein, for reasons beyond the control of either party, the same shall not affect or cause to prevent the performance of terms of the instant agreement as set forth in paragraphs 2 to 4.
6. That both parties voluntarily agree that where the amount of Rs.30,000/- as described in paragraph 1 herein, has been paid by Party No.1 to Party No.2 before the performance of the terms as set forth in paragraphs 2 to 4 herein, the Party No.2 is stopped from revoking her consent to the quashing of FIR No.511 of 2015.
7. That both parties voluntarily agree that in the event the Party No.2 fails to adhere to the terms of the instant settlement agreement as set forth in paragraph 1, the same shall not affect or cause to prevent the performance of terms of the instant agreement as set forth in paragraphs 2 to 4.
8. That both parties voluntarily agree that in the event the Party No.2 fails to adhere to the terms of the instant settlement agreement as set forth in paragraphs 2 to 4,

the same shall not affect the finality of withdrawal of the aforesaid Civil Suit No.55 of 2016 by Party No.2 and the settlement as described in paragraph No.1.

9. That Party No.2 voluntarily agrees, upon execution of this deed, in consideration of the total amount of Rs.40,000/- (Rupees Forty Thousand only) to be paid by Party No.1 to Party No.2, in two tranches as set forth herein, she irrevocably and forever waives all her rights to any existing claim/pending litigation in respect of the dispute described hereinabove, and will not institute any fresh and further legal proceeding, civil or criminal, or any other claim under the law, known or unknown, which has arisen as of date of this agreement or may arise in future, in respect of the dispute described herein against Party No.1.
10. That both parties agree that the instant agreement is executed solely for the purpose of settlement of the dispute as described hereinabove between the parties as aforesaid, and that the same does not and shall not constitute an admission of liability by either party. The parties further agree that the instant agreement shall not be used by any party or any other person or entity in any litigation or proceeding for that purpose.”

3. The complainant/respondent no.2 had also instituted a Civil Suit bearing No.55/2016 against the petitioner, which has subsequently been dismissed as withdrawn. The settlement agreement between the parties is also reflected in the proceeding sheet dated 14.03.2016 recorded by the Mediation Centre, Saket Courts, Delhi. The said proceeding sheet is annexed to the present petition as Annexure P-3. The said proceeding sheet is reproduced as under:-

“MEDIATION CENTRE, SAKET COURTS, NEW  
DELHI

CS No.55/16

Ruchika Darira vs. Ms. Madhu Bisen

14.03.2016

Present: Plaintiff Ms. Ruchika Darira in person with  
counsel Sh. Saurabh Verma.  
Defendant Ms. Madhu Bisen in person with  
counsel Sh. Himanshu Pal.

The present suit for damages and compensation has been referred by the court of Sh. Ajay Singh Shekhawat, learned JSCC-ASCJ-GJ, South-East District, Saket Courts, New Delhi.

And whereas the plaintiff Ms. Ruchika Darira (hereinafter referred as the first party) has filed a suit for damages and compensation of Rs.1,00,000/- (Rupees One Lac Only) against the defendant Ms. Madhu Bisen (hereinafter referred to as second party)

And whereas on request of the parties, the matter has been referred for mediation in which the process of mediation is explained to the parties. Both the parties have exchanged offers and counter-offers.

After due discussion, both parties have agreed to settle their disputes in full and final on the following terms and conditions:

1. It is agreed between the parties that they have resolved their disputes and differences and have settled the present suit for a total sum of Rs.30,000/- (Rupees Thirty Thousand Only).
2. It is agreed between the parties that the second party will pay full and final payment of Rs.30,000/- (Rupees Thirty Thousand Only) to the first party, Ms. Ruchika Darira by way of bankers cheque bearing No.435878 drawn on State Bank of India, Defence Colony Branch, New Delhi, which shall be handed over by the second party to the first party before the learned referral court today itself.
3. It is also agreed between the parties that neither of the parties will file any claim/complaint/suit against each other.

4. It is also agreed between the parties that on realization of the entire settled amount, nothing shall remain due to the parties against each other in respect of the present suit and the first party shall withdraw the present suit by making statement before the learned referral court.

This settlement has been voluntarily arrived at between the parties with their own free will and without any force, pressure or coercion and both the parties are bound by the terms and conditions mentioned hereinabove.

Since, the matter is settled in mediation, the plaintiff is entitled to get refund of the court fee under Section 16 of the Court Fee Act.

Sd/- 14.03.2016  
(Ruchika Darira)  
Plaintiff/First Party

Sd/- 14.03.2016  
(Madhu Bisen)  
Defendant/Second Party”

4. In pursuance to the afore-stated settlement, a sum of Rs.30,000/- has already been received by the respondent No.2/complainant. The balance sum of Rs.10,000/- has been brought to the court in the shape of a demand draft bearing No.435877 dated 10.03.2016, drawn on State Bank of India, Defence Colony Branch, New Delhi in favour of the respondent No.2/complainant and has been handed over to the respondent No.2/complainant who acknowledges receipt thereof subject to encashment.
5. The complainant, who is a lawyer by profession and is present in

person in Court today states that in view of the afore-stated settlement agreement, she is no longer keen to prosecute the subject FIR and the proceedings arising therefrom and that the subject FIR may be quashed by this Court.

6. In view of the foregoing, since the subject FIR came to be registered as a consequence of a collision between the vehicles driven by the respective parties and has been settled amicably by and between them without any influence, pressure or coercion, no useful purpose will be served by proceeding with the subject FIR and the proceedings arising therefrom.

7. Consequently, FIR No.511/2015, under Section 279 IPC, registered at Police Station- Defence Colony, Delhi and the proceedings arising therefrom are hereby set aside and quashed *qua* the petitioner.

8. The writ petition is allowed and disposed of accordingly. Pending application also stands disposed of.

**SIDDHARTH MRIDUL, J**

**APRIL 04, 2016**  
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