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

Date of decision: 13.05.2016

+ W.P.(CRL) 1503/2016

SUMEET VERMA

..... Petitioner

Through

Mr. Arush Malhotra, Advocate along
with petitioner

versus

KALICHARAN & ANR

..... Respondents

Through

Mr. Ashish Aggarwal, ASC (Crl.)
with Mr. Piyush Singhal, Advocate
SI Ashok Kumar, PS South Campus
Respondent no. 1/Complainant in-
person

CORAM:

HON'BLE MR JUSTICE SIDDHARTH MRIDUL

SIDDHARTH MRIDUL, J (ORAL)

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. 616/2015, under Sections 279/337 IPC, registered at Police Station- South Campus, Delhi and the proceedings arising therefrom.

2. The subject FIR came to be registered as a consequence of a collision between the motor cycle on which the respondent no. 1/complainant- Kali Charan was riding and a motor car being driven by Mr. Sumeet Verma, the petitioner herein, on 25th October, 2015 outside the entry gate to Sri Venkateswara College in the South Campus, Delhi.

3. As a consequence of the accidental collision, the respondent no. 1/complainant- Kali Charan suffered injuries including a fracture in his left leg. Subsequent to the registration of the subject FIR, Mr. Sumeet Verma, the petitioner herein as well as respondent no. 1/complainant- Kali Charan have entered into an amicable resolution, which covers the dispute and provides for compensation to the respondent no. 1/complainant- Kali Charan. The salient terms and conditions of the settlement as enshrined in the Compromise Deed dated 11th May, 2016 are as under:-

“1. That the first party owns a Chevrolet Cruze Car bearing Registration No. UP 16 AF 3380 which was parked outside Venkateshwara College on 25.10.2015 at about 10.30 a.m. While the first party was moving his car out of the parking and drove upto about 1 meter, the second party came in a motor cycle bearing Regn. No. DL9S V 8801 from the right side due to which there was a collision of the motor cycle on the right side of the car and the motor cycle skidded on the road for upto 4-5 meters.

2. That due to the accident, the car suffered damages and the second party received some injuries along with some damage to his motor cycle. Admittedly the first party immediately

came out of the car and informed the family members of the second party as well as the PCR about the incident. Since the PCR van took some time to reach the spot, the first party along with the wife of second party arranged for an auto and helped the second party sit in the auto in order to be taken to the hospital.

3. That the first party continued to remain at the spot and informed the police of PCR as well as Investigating Officer from PS South Campus about the incident.

4. That both the second party as well as the first party gave their respective complaints to the police. However, the police registered FIR No. 616/2015 u/s 279/337 IPC PS South Campus, on the complaint of the second party. The complaint of first party was registered as DD No. 31B dated 25.10.2015.

5. That both the first party and second party have resolved their misunderstanding and have reached a mutual settlement and have agreed to withdraw their respective complaints i.e. second party has agreed to withdraw his complaint and co-operate in quashing of FIR No. 616/2015 u/s 279/337 IPC PS South Campus and the first party has agreed to withdraw his complaint dated 25.10.2015 registered as DD No. 31B at PS South Campus.

6. That first party has also agreed to pay at the time of quashing of FIR to the second party an amount of Rs. 50,000/- (Rupees Fifty Thousand only) on humanitarian grounds and the second party has undertaken to fully co-operate with the proceedings for closing/quashing of FIR No. 616/2015 u/s 279/337 IPC, PS South Campus. The second party further undertakes not to claim any further amount from the first party on account of the aforementioned accident.

7. That the present compromise have been arrived and signed by both the parties without any threat, force, fraud, coercion, pressure or undue influence from any side and at their free will without any collusion.”

4. It is observed that in pursuance to the afore-stated settlement, a sum of Rs.50,000/- has already been received by the respondent no. 1/complainant- Kali Charan.

5. The respondent no. 1/complainant- Kali Charan, who is present in Court in-person today and has been identified by the Investigating Officer in the subject FIR namely SI Ashok Kumar, Police Station- South Campus, Delhi, states that in view of the afore-stated compromise deed, he is no longer keen to prosecute the subject FIR and the proceedings arising therefrom since the process of instituting a claim and recovering compensation is long-winded, arduous and tedious, of which he has been freed as a consequence of having been compensated by Mr. Sumeet Verma, the petitioner herein

6. In view of the foregoing, since the subject FIR came to be registered as a consequence of an accidental 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. 616/2015, under Sections 279/337 IPC, registered at Police Station- South Campus, 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.

9. *Dasti.*

SIDDHARTH MRIDUL, J

MAY 13, 2016

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