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

+ **W.P.(CRL) 3177/2016**

SAURABH KHURANA & ANR

..... Petitioners

Through : Mr. Nitin Tewari and Mr. Rahul
Tewari, Advs.

versus

STATE & ORS

..... Respondents

Through : Mr. Piyush Singhal, Adv. for Mr.
Ashish Aggarwal, ASC for R-1 with SI
Devendra Singh PS Hari Nagar.
Respondent nos.2 & 3 in person.

CORAM:

HON'BLE MR. JUSTICE A.K. PATHAK

ORDER

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03.03.2017

It is submitted that the petitioners and respondent no.2 have settled their disputes before the Mediation Centre, Tis Hazari Courts, Delhi on 24th September, 2014 on the terms and conditions as stipulated in the Settlement/Agreement (Annexure B). Respondent no.2 admits having settled the matter with the petitioners before the mediation centre. Respondent no.3 is wife of respondent no.2. Terms of the settlement read as under:-

“After deliberations, both parties have agreed to settle as under:-

1) It is agreed that the driver Saurabh Khurana and owner Rajesh Khurana shall jointly pay ₹15,00,000/- (Rupees Fifteen Lacs only) to the surviving LRs of deceased Arvind i.e. Chanderwati, mother of the deceased and Vidya Ram, father of the deceased as compensation which include future loss on account of love and affection, funeral expenses and other legal and miscellaneous expenses.

2) The settled amount of ₹15 Lacs shall be paid as per following schedule:

i) ₹5, 00,000/- in cash in equal proportion to Chanderwati, mother of deceased and Vidya Ram, father of deceased, before referral court on 10.10.2014.

ii) ₹7,00,000/- by way of FDR for a period of three years within three months from the date of first instalment of ₹5,00,000/- i.e. on or before 10.02.2015.

iii) The accused shall initiate appropriate legal proceedings for quashing of FIR bearing no.465/14 u/s 279/304A IPC, PS Hari Nagar and all the consequential proceedings arising out of the said FIR within five months from the payment of Second instalment of ₹7,00,000/- i.e. on or before August, 2015, as detailed herein above, at his own expenses and the remaining amount of ₹3 Lacs (kept in the form of FDR at the time of payment of second instalment) shall be released in the name of Chanderwati whether quashing is allowed or not allowed. However, the surviving LRs of deceased Arvind shall co-operate in the legal proceedings initiated for quashing of FIR.

3) That, the parties have entered into the present settlement/compromise out of their own free will, without any fear, coercion or undue influence from any quarter after understanding the legal consequences of the present settlement.

The contents of the settlement have been explained to the parties in vernacular and they have understood the same and have admitted the same to be correct.”

Respondent nos.2 & 3 are present in Court and have been identified by SI Devendra Singh PS Hari Nagar. They admit that terms of settlement have been complied with, inasmuch as, ₹5 Lacs has been received in cash and FDR of ₹7 Lacs has also been received. Respondent nos.2 & 3 submit that they have no objection in case FIR is quashed in terms of clause 2(iii) of annexure B as quoted herein above.

Keeping in mind the settlement arrived at between the parties before the mediation centre and that the terms whereof have been complied with, FIR No.465/2014 under Sections 279/304A IPC registered at police station Hari Nagar, which is at the investigation stage, is quashed.

Petition is disposed of in the above terms.

A.K. PATHAK, J.

MARCH 03, 2017/dk