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

+ CRL.M.C. 601/2013

USHA INTERNATIONAL LTD. Petitioner
Through Mr.Raghunath Menon, Adv and
Mr.Pradeep Jain, Representative Dept. Manager.

versus

STATE NCT OF DELHI & ANR. Respondent
Through Mr.Raghuvinder Verma, APP with SI
Kamal Sharma, PS Patel Nagar.

+ CRL.M.C. 5844/2018 & CRL.M.A. 47663/2018

ATUL JINDAL Petitioner
Through Mr.Pawan Madan with Ms.Nasreen,
Adv with Petitioner in person.

versus

STATE NCT OF DELHI & ANR. Respondent
Through Mr.Raghuvinder Verma, APP with SI
Kamal Sharma, PS Patel Nagar.

CORAM:
HON'BLE MS. JUSTICE REKHA PALLI

ORDER
% **19.11.2018**

1. The present petitions filed by Usha International Ltd. and Mr. Atul Jindal, who for the sake of convenience are being referred to as petitioner no.1 and 2 respectively, seek quashing of FIR No.239/2009 u/s 336/337 IPC registered at Police Station Patel Nagar, Delhi

alongwith all proceedings emanating therefrom, based on a settlement deed dated 09.10.2018 arrived at by the parties before the Delhi High Court Mediation and Conciliation Centre.

2. Mr. Menon, learned counsel for the petitioners submits that the petitioner no.1 was a marketing agent for the petitioner no.2, who at the relevant point of time was carrying out the business of manufacturing gas-stoves. He submits that the respondent no.2 had purchased a gas-stove from the petitioner no.1, the use whereof led to an accidental burn injury on the face of the respondent no.2 on 09.06.2009. Therefore, the respondent no.2 filed a complaint against both the petitioners and one Shri Sunil Wadhwa, the Managing Director of the petitioner no.1, leading to the registration of the captioned FIR.

3. Mr.Menon submits that that matter was settled between Shri Sunil Wadhwa and the respondent no.2 in 2012 itself and consequently, the FIR *qua* him was quashed by this Court on 05.12.2012. He further submits that now with the intervention of the Delhi High Court Mediation and Conciliation Centre, the petitioner no.1 and 2 have also resolved all their disputes with the respondent no.2 and have entered into a settlement agreement on 09.10.2018, pursuant whereto the entire agreed amount of Rs.5 lakhs has been paid by the petitioners to the respondent no.2. He submits that the petitioners are willing to pay any further costs as may be directed by this Court and, therefore, prays that the aforesaid FIR and all proceedings emanating therefrom be quashed.

4. The petitioner no.1, who is represented through its authorised

representative Mr.Pradeep Jain, petitioner no.2/Mr.Atul Jindal as also the respondent no.2 are present in Court and have been identified by the Investigating Officer. I have also interacted with the respondent no.2, who states that he has decided to resolve his differences with the petitioners of his own free will and has entered into the settlement agreement without any coercion. He also states that he has received the entire agreed amount and does not want the criminal proceedings to continue as he too wants to move on in life and does not want any further acrimony with the petitioners.

5. I have considered the submissions of the learned counsel for the parties and perused the record. Keeping in view the fact that the parties have resolved their disputes and the matter does not involve any public interest, as also the admitted position that the petitioner no.2 is no longer manufacturing gas stoves, I find that no useful purpose will be served in continuing with the criminal proceedings. In my view, the ends of justice demand that the FIR and consequential proceedings be quashed.

6. Accordingly, the petition is allowed and the captioned FIR and all proceedings emanating therefrom are quashed, subject to the petitioner nos. 1 and 2 depositing a sum of Rs.25,000/- each to the Delhi High Court Advocates Welfare Trust within two week. A copy of the receipt of deposit of costs will be handed over to the Investigating Officer for production before the Trial Court.

7. The petitions alongwith the pending application are disposed of in the above terms.

NOVEMBER 19, 2018
sr

REKHA PALLI, J