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

+ **W.P.(CRL) 1865/2017**

TEK CHAND AGGARWAL

..... Petitioner

Represented by: Mr. Vikas Yadav and Ms.
Upma Yadav, with petitioner in
person.

versus

STATE & ORS

..... Respondents

Represented by: Mr. Avi Singh, Additional
Standing Counsel for State with
Ms. Purnima Malik and Mr.
Shashant Vachher, Advocates
with ASI Satyawar, PS Sagar
Pur.
Respondent No. 2 in person.

CORAM:

HON'BLE MS. JUSTICE MUKTA GUPTA

ORDER

27.02.2018

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By the present petition the petitioner seeks quashing of FIR No. 187/2017 under Sections 287/337 IPC registered at PS Sagar Pur, Delhi on the complaint of respondent No.2, the victim and the proceedings pursuant thereto on the ground that the parties have settled the matter.

Learned Additional Standing Counsel for the State on instructions from Investigating Officer submits that in the above-noted FIR the petitioner is the only accused and the respondent No. 2 only complainant/victim. Learned Additional Standing Counsel for the State has also placed on record a status report. As per the status report though the FIR was registered for **W.P.(CRL) 1865/2017**

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offences punishable under Sections 287/337 IPC however, on the injury to the respondent No. 2 being opined to be 'grievous and dangerous' Section 337 IPC has been converted into Section 338 IPC.

Learned counsel for the petitioner has handed over a copy of the Compromise Deed/MOU dated 26th February, 2018 which has been taken on record.

Respondent No. 2, the injured/complainant, is present in Court and is identified by the Investigating Officer. He states that he has settled the matter with the petitioner as per the terms noted in the compromise deed/MOU dated 26th February, 2018, copy whereof has been placed on record. He states that besides the compensation under the Workmen's Compensation Act, the petitioner has born all his medical expenses and has handed over a compensation amount of ₹3 lakhs vide Demand Draft No. 006265 dated 27th February, 2018 drawn on Axis Bank, Janakpuri, New Delhi today in Court. Respondent No. 2 also states that petitioner has undertaken that unless there is a professional misconduct by the respondent No. 2 or the factory or establishment is shut down or closed, respondent No. 2 would continue in the employment. Thus he having settled the matter with the petitioners, in terms of the compromise deed he does not wish to pursue the above-noted FIR and the proceedings pursuant thereto and undertakes to abide by the terms of the settlement.

Petitioner is present in Court and is identified by the learned counsel. He affirms the statement of respondent Nos.2 and undertakes to abide by the terms of the compromise deed/MOU.

In view of the fact that the parties have amicably resolved their differences of their own free will, volition and without any coercion and no useful purpose will be served in continuance of the proceedings, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

Consequently, FIR No. 187/2017 under Sections 287/337 IPC registered at PS Sagar Pur, Delhi and proceedings pursuant thereto are hereby quashed.

Parties have signed this order sheet in acknowledgment of their statements made before this Court.

Petition is disposed of. Order dasti.

MUKTA GUPTA, J.

FEBRUARY 27, 2018
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