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

+ **CRL.M.C.374/2023**

SHESH BAHADUR SINGH

..... Petitioner

Through: Mr. Prashant Vaxish, Advocate with
petitioner in person.

versus

STATE & ORS.

..... Respondents

Through: Mr. Satinder Singh Bawa, APP for
the State with SI Robin Khatana, PS
Moti Nagar.
Ms. Raveena Kataria, Advocate for
respondent Nos.2 to 4 with
respondents in person.

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Date of Decision: 06th February, 2023.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. The present petition has been filed for quashing of FIR No.979/2014 registered under Sections 279/337 IPC at P.S. Moti Nagar and all other proceedings emanating therefrom.

2. Learned counsel for the petitioner submits that the matter has been settled at Delhi High Court Mediation & Conciliation Centre vide Settlement Agreement dated 21.12.2022 on the following terms and conditions:-

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- “1. That, it has been agreed to between the Parties that the First Party shall pay a total sum of Rs. **5,50,000/- (Rupees Five Lakh Fifty Thousand Only)**(hereinafter referred to as "**Compensation Amount**")to the Second and Third Party towards the full and final settlement in respect of the present case.
2. That the First Party shall pay a sum of Rs. **1,00,000/- (Rupees One Lakh Only)** to the Second Party at the time of disposal/withdrawal of the appeal before the Hon'ble Delhi High Court. The Second Party has agreed to receive the said amount in cash, as the Second Party has not having any bank account in her name.
3. That the First Party shall pay the sum of Rs. **4,50,000/- (Rupees Four Lakh Fifty Thousand)** to the Third Party. Out of Rs. **4,50,000/- (Rupees Four Lakh Fifty Thousand)** the sum of Rs. **1,00,000/- (Rupees One Lakh Only)** has already been paid to the Third Party and the same had been acknowledged by the Third Party. That the remaining amount of Rs. **3,50,000/- (Rupees Three Lakh Fifty Thousand)** shall be paid by the First Party to the Third Party through Demand Draft at the time of disposal/withdrawal of the appeal before the Hon'ble Delhi High Court.
4. It is mutually agreed that the above-mentioned concession being given to/ provided to/ extended to/ made available to the Second Party and Third Party is full and final settlement of all grievances, claims, disputes, complaints raised by the Second Party and Third Party ; and the Second Party and Third Party acknowledge that they are now left with no further claims, demands, benefits, compensation, etc. of any nature and extent whatsoever in relation to this matter and henceforth shall not raise any other claim, demand, benefits, compensation, etc. of any nature whatsoever and extent before any forum legal or otherwise against the First Party.

5. *That an FIR No. 979/2014 U/s 279, 304A IPC, registered at Police Station, Moti Nagar against the driver namely Shesh Bahadur. That the Second and Third Party in view of the settlement have agreed/undertakes to cooperate/appear/give statement before the concerned Court for compounding/quashing of the said FIR and other proceedings emanating therefrom.*
 6. *It has been agreed between the Parties, that the First Party at the time of filing of the present appeal deposited a sum of Rs. 25,000/- (Rupees Twenty Five Thousand) in the name of Registrar General, Delhi High Court, and the same may be released by the Hon'ble Delhi High Court along with accrued interest thereon in favor of the First Party.*
 7. *That, this Agreement shall be binding between the Parties from the date of execution of this Agreement between the Parties.*
 8. *That, with the execution of this Agreement, the Parties hereby unconditionally and unequivocally agree to remain bound by the terms and conditions of this Agreement.*
 9. *That, this Agreement is executed in duplicate, and each Party shall retain one original copy. The Settlement Agreement will be kept confidential by all the Parties and not disseminated anywhere.*
 10. *That all the Parties to the present settlement have been read over with the content of the agreement and have been made understood to the contents in their vernacular language.*
 11. *The parties state that the present settlement agreement has been entered into by them out of their own free will and volition and without any undue influence, threat, coercion, pressure, etc. Parties agree that time shall remain the essence the present settlement agreement."*
3. Learned counsel for the petitioner submits that in view of the settlement, the present petition has been filed for quashing of FIR under Section 279/377 IPC.

4. Learned Addl. P.P. for the State submits that this is a strange case where the learned Presiding Officer, MACT, Tis Hazari Courts, Delhi passed an Award of Rs.16,55,000/-. It is submitted that however strangely in the Mediation Centre the parties have agreed to settle the matter at Rs.5,50,000/- .

5. Learned counsel for the petitioner submit that against the Award passed by the learned Presiding Officer, MACT, Tis Hazari Courts, Delhi, MAC. APP. No. 27/2020 titled *Darshan Singh &Anr. Vs. Shashi Kiran &Ors. (Bajaj Allianz General Insurance Company Ltd.)* was filed before this Court. While the matter was pending before the Roster Bench, the matter was referred to the Delhi High Court Mediation & Conciliation Centre.

6. Learned counsel for the petitioner submits that at the mediation centre, the parties entered into the settlement dated 21.12.2022 voluntarily. Learned counsel for the petitioner has also submitted that in fact the Award was passed taking into account the future prospects and the same was challenged in MAC. APP. No. 27/2020. Learned counsel for the petitioner also submits that the Award was passed only against the petitioner and the entire liability was imposed upon him. Respondent No.2, i.e., the wife of the deceased and the parents of the deceased, i.e., respondent Nos.3 and 4 are present. They submit that they have entered into the settlement voluntarily without any pressure, coercion or undue influence and have already received the payment in terms of the settlement.

7. It is also pertinent to mention that the said settlement has been taken on record by the Roster Bench and has taken the same on record in MAC. APP. No. 27/2020 vide order dated 18.01.2023.

8. It has been repeatedly held that the power possessed by the High Court under Section 482 of the Code is of wide amplitude but requires exercise with great caution and circumspection. When the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, the court may while taking into consideration the special facts of a case quash the proceedings.

9. In view of the above, FIR No.979/2014 registered under Sections 279/337 IPC at P.S. Moti Nagar and all other proceedings emanating therefrom are quashed.

10. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 06, 2023
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