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

+ **CRL.M.C. 205/2022**

DEEPAK RIJHWANI

..... Petitioner

Through: Mr.Ashok Mittal, advocate with
petitioner in person.

versus

STATE & ANR.

..... Respondents

Through: Mr.Amit Sahni, APP for the State.
Insp. PSI Akansh and HC Love
Kaushik, PS Mahendra Park

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Date of Decision: 10.07.2023

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 seeking quashing of case FIR No.0017/2021 dated 09.01.2021 registered with police station Mahendra Park under sections 287/337 of I.P.C and all the other proceedings arising therefrom.
2. Briefly stated facts of the case are that the present FIR no. 44/2021 was lodged on the statement of Respondent No.2/Complainant alleging that the respondent No.2 was working with the petitioner's firm for last three years as a Helper and while working, at around 12:30 pm, on 09.01.2021 her hand came into the roller machine whilst putting *aata*

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chapatis into it. She further alleges that it was due to the petitioner's negligence in providing her an unsafe instrument to operate that has resulted in her injury.

3. It is submitted that the petitioner is a partner in the firm M/s Nice Food Products which employed respondent no.2 and looks after the firm's day to day affairs.
4. It is further submitted that the parties have settled the matter before the Delhi High Court Mediation and Conciliation Centre vide settlement agreement dated 24.05.2023 on the following terms and conditions:

- 1. The First Party has agreed to pay and the Second Party has agreed to accept a sum of Rs. 2,00,000/- (Rupees Two Lakhs Only) (Settlement Amount) towards the full and final satisfaction of all the claims of the Second Party arising from the subject matter of the dispute.*
- 2. The Second Party has already received a sum of Rs 15,000/- (Rupees Fifteen Thousand) by way of cheque drawn by "Yes bank" bearing number 957992. The Second Party acknowledges receipt of the said amount.*
- 3. The First Party has undertaken to pay a remaining sum of Rs. 1,85,000/- (Rupees One Lakh Eighty Five Thousand only) by way of Bank Draft drawn in favour of 'MUNNI DEVT' before the Hon'ble High Court of Delhi at time of quashing of the FIR No. 0017/2021.*
- 4. The Second Party agrees that upon receipt of the Settlement Amount of Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand only) from the First Party, all the claims of the Second Party against the First Party shall stand satisfied and the Second Party shall not be left with any claim against the First Party.*
- 5. The Second Party further agrees and undertakes that upon receipt of the Settlement Amount of Rs.1,85,000/- (Rupees One Lakh Eighty Five Thousand only), the Second Party shall have No*



Objection in case, the Hon'ble High Court in its discretion quash the FIR No. 0017/2021 under Section 287/337 IPG, PS: Mahendra Park which is the subject matter of Crl. M.C. No 205/2022.

6. The Parties agree that they shall give their undertaking before the Hon'ble Court to abide by the terms of the present Settlement Agreement.

7. Both the Parties confirm that no other case has been filed by them against each other and in an event, if it is found that any judicial, quasi-judicial or administrative proceeding has been initiated but not stated herein, then the Party on whose instance the complaint/ proceedings got initiated, he/she shall withdraw the same promptly.

8. The Parties further agree that the present Settlement Agreement has been read over and explained to both the Parties in vernacular in Hindi and they have agreed to the present terms after thoroughly reading and understanding the same by their mutual irrevocable voluntary consent without any force, coercion, misrepresentation, undue influence, pressure from any corner and will not retract such consent at any stage in any manner whatsoever.

9. The Parties agree to undertake before the Hon'ble High Court of Delhi to extend full cooperation to each other in order to achieve the objective of this Settlement Agreement, abide by the terms and conditions set out in the present Settlement Agreement and not to dispute the same hereinafter in the future. It is agreed by the Parties that upon successful implementation of the present Settlement Agreement, the Parties shall not file any case against each other with respect to the present subject matter.

5. In compliance to the terms of the settlement agreement dated 24.05.2023, a D.D. No.657033 dated 05.07.2023 in the sum of Rs.1,85,000/- drawn on Yes Bank Ltd, Yes Bank House, Off Western Express Highway, Santacruz East, Mumbai – 400055 in the name of Munni Devi has been handed over to respondent no.2 in court today.



6. IO has duly identified the parties.
7. Respondent no.2 submits that she has settled the matter voluntarily without any fear, force or coercion.
8. It has been repeatedly held by the Hon'ble Supreme Court and this court that 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, and where the court may be of the opinion that a settlement between the parties would lead to better relations between them, the court may exercise power under section 482 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.
9. I consider that there would be no purpose of continuing with the proceedings. Taking into account the totality of facts and circumstances the present FIR No.0017/2021 dated 09.01.2021 registered with police station Mahendra Park under sections 287/337 of IPC and all the other proceedings emanating therefrom are quashed.
10. The petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 10, 2023

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