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

+ **CRL.M.C. 3845/2023**

SURPREET SINGH ALIAS RISHU

..... Petitioner

Through: **Mr. Hansleen Singh Sodhi and Ms. Amna Bibi, Advs.**

versus

THE STATE (GOVT. OF NCT OF DELHI & ORS. Respondents

Through: **Mr. Hitesh Vali, APP for the State with SI Hari Ram, PS Maya Puri and SI Subhash Chand, PS Janak Puri.**

Mr. Pawan Madukar, Adv. for R-2 & 3.

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Date of Decision: 10th July, 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. 0044/2021 registered with police station Mayapuri against the petitioner under sections 285/336/337 of I.P.C.



2. Briefly stated facts of the case are that the present FIR no. 44/2021 was lodged on the statement of Respondent No.3/Complainant alleging therein that on 18.03.2021 his brother Vishwanath/ Respondent No.2 was doing the work of CNG Kit packing at the shop owned by Surpreet Singh/Petitioner. It is alleged that when Respondent no.3 reached the shop, he saw Petitioner was trying to open a valve of the CNG Cylinder kit. It is further alleged that when the petitioner was trying to open the valve suddenly a blast occurred from the said cylinder kit and valve hit the head of Respondent No.2. It is stated that Petitioner immediately took Respondent no.2 to the DDU Hospital. Upon reaching the Hospital Complainant/Respondent No.3 found out that the petitioner wrongly informed the Doctor that the injured had met with a road accident and he left the hospital. Upon this the FIR was lodged.
3. It is submitted that vide order dated 25.05.2023, the matter was referred to the Delhi High Court Mediation and Conciliation Centre.
4. It is further submitted that the parties have reached on an amicable settlement vide settlement agreement dated 02.06.2023 at the Delhi High Court Mediation and Conciliation Centre on the following terms and conditions:
 - 1) That "First Party" has agreed to pay a sum of Rs. 4,40,000/- (Rupees Four Lakh Fifteen Thousand Only) as full and final settlement amount to Shri Vishwanath Gupta, First Constituent of the Second Party and Shri Vishwanath Gupta has agreed to



accept the same towards all his claims arising out of the incident having occurred on 18.03.2023.

2) The parties agree that out of the agreed amount of Rs. 4,40,000/- (Rupees Four Lakh Forty Thousand Only) a sum of Rs. 1,15,000/- has already been paid by the First Party to Shri Vishwanath Gupta, First Constituent of the Second Party and the balance amount of Rs. 3,00,000/- shall be paid by the First Party to Shri Vishwanath Gupta, First Constituent of the Second Party by a Bank Draft/Demand Draft in his name, "Vishawnath Gupta" before the Hon'ble Court at the time of quashing of the FIR No. 0044/2021, PS Mayapuri. The Parties agree that out of the agreed amount of Rs. 4,40,000/- a sum of Rs. 25,000/- is being part towards litigation cost/ Lawyer's fee, which has been paid by the First Party to the Counsel for the Second Party at the time of signing of the Present Settlement Agreement. Shri Vishwanath Gupta, First Constituent of the Second Party agree that the mis-happening, resulting into injuries to him was merely an inadvertent accident and he shall have no objection if the Hon'ble court quashes in its discretion the above said FIR in the interest of justice.

3) Shri Vishwanath Gupta, Constituent of the Second Party shall aid, assist & co-operate the "First Party" in the process of withdrawal / compounding/ quashing of above criminal Case/FIR No. 0044/2021, registered u/s 285/336/337/338/201 of Indian Penal Code, at PS: Maya Puri which is pending in the



Court of Sh. Milan Goel, Ld. MM, West District, Tis Hazari Courts, Delhi and further agree that Shri Vishwanath Gupta, Constituent of the Second Party shall co-operate by signing and moving the Petition, Affidavits by Appearing before the Concern Court or before Hon'ble High Court of Delhi, at New Delhi for ultimate withdrawal/ compounding/quashing of said criminal Case/FIR No. 0044/2021, registered u/s 285/336/337/338/201 of Indian Penal Code, at PS: Maya Puri.

4) Shri Vishwanath Gupta, First Constituent of the Second Party shall have no complaints/ grievances against the "First Party" whatsoever with regard to above said criminal Case/FIR No. 0044/2021 in future and shall have no right to initiate any kind of the legal proceedings arising out of above-mentioned criminal Case/FIR No. 0044/2021.

5) That the above-mentioned compromise/ settlement has been arrived at between the parties with their free consent, volition with bona fide intention with the help of relatives, friends, well-wishers & intermediary.

6) The Parties agree that the present Settlement Agreement shall be treated as final and any other past/prior agreement, whether oral or in writing, signed between the parties shall be considered null and void upon execution of the present Settlement Agreement.



7) The Parties hereto confirm that the present Settlement Agreement has been signed by them after going through and understanding the contents herein without any pressure or coercion from any corner whatsoever.

8) That both the parties under take to abide by each terms and condition of present deed of compromise in letter and spirit and would not violate in any manner either of the terms of this agreement and whosoever violate any terms and condition of the Agreement shall suffer the consequences of the same and would be responsible for the same.

9) The contents of the present Settlement Agreement have been read over and explained to the parties and in their vernacular (Hindi and in simple language) and they have understood the contents of the same and agree in unambiguous terms to be fully bound by the said Settlement Agreement.

10) Both the Parties agree to give an undertaking to the Hon'ble court to be bound by the terms and conditions agreed herein and also be held for contempt of court under the Contempt of Courts Act in case of violation of any of the agreed terms stipulated herein.

5. In terms of the settlement agreement dated 02.06.2023, the petitioner has already paid a sum of Rs.1,40,000/- to the complainant. Today the petitioner has handed over a demand draft vide DD No. 555427 dated



07.07.2023 for the sum of Rs. 3,00,000/- drawn on RBL Bank to the injured Vishwanath Gupta.

6. It is a matter of the record that Sh. Jai Narayan Gupta was merely a complainant and he had not suffered any injury.
7. IO has duly identified the parties.
8. The respondent no.2/injured has stated that he has voluntarily entered into the agreement without any fear, force or coercion.
9. 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.
10. 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. 0044/2021 registered with police station Mayapuri against the petitioner under sections 285/336/337 of I.P.C and all the other proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J



JULY 10, 2023
Pallavi

