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

\+ CRL.M.C. 3874/2023

ATISHEY SACHDEVA ..... Petitioner

Through: Mr. Ankit Batra, Mr. Gobind Malhotra, Mr. Satish Kumar, Mr. Rehan Saifi and Mr. Lovish, Advs.

versus

STATE OF NCT OF DELHI & ORS. ..... Respondents

Through: Mr. Digam Singh Dagar, APP for State and SI Mahesh Kumar, MACT Cell, Central District.
Mr. Himanshu Tripathi and Mr. Mani B. Jain, Advs. for R-3 to 5.

% *Date of Decision: 25.05.2023.*

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

CRL.M.A. 14540/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 3874/2023

1. The present petition has been filed seeking quashing of case FIR No. 367/2021 lodged at P.S. Ranjit Nagar, Delhi U/S 279/337 IPC.

2. Learned counsel submits that the parties have entered into a settlement in MACT proceedings and the settlement award hasalready been

passed by learned MACT on 09.01.2023.

3. The settlement award reads as follows:

"1. This award shall decide the claims of the Legal Heirs (LRs) of the deceased Sh. Mohinder Kumar Trikha under the provisions of the Motor Vehicles Act, 1988 (hereinafter referred to as "M.V. Act") as amended up to date to claim compensation in respect of the death of the deceased Sh. Mohinder Kumar Trikha in a road vehicular accident which took place on 19.09.2021 at about 06:00 AM at Pillar No. 162, Pusa Gole Chakkar, Main Patel Road, New Delhi involving the vehicle i.e., Honda City Car bearing registration no. DL-8CAY-0951 driven by respondent no.1 Atishey Sachdeva, owned by respondent no.2 Ranjana Sachdeva and duly insured with M/s ICICI Lombard General Insurance Ltd.

2. In respect of the said accident, an FIR No. 367/2021 under Sections 279/304-A IPC was registered at Police Station Ranjit Nagar and charge-sheet was filed against the respondent no.1 i.e. Driver of the offending vehicle after which the Detailed Accident Report (DAR) was filed before this Court/Tribunal, which has been registered as Motor Accident Claim Petition and tagged along with the claim petition. On 21.02.2022, the LRs of the deceased also filed Claim Petition under Section 166 & 140 of M. V. Act.

3. The parties have jointly agreed for a final settlement for a sum of Rs.7,60,000/-(Rupees Seven Lakh Sixty Thousand

Only) which shall be paid by the respondent no. 1 Sh. Atishey Sachdeva (Driver of offending vehicle) to the Dependant LRs of the deceased (Late Sh. Mohinder Kumar Trikha), subject to quashing of the criminal bearing FIR No. 367/2021 PS Ranjit Nagar, U/s 279/304A IPC. The detailed computation is Ex.C-2 bearing signature of Sh. Atishey Sachdeva at point A, signature of Ms. Geetanjali Trikha D/o Late Mohinder Kumar Trikha at point B, signature of Sh. Dhiraj Trikha S/o Late Mohinder Kumar Trikha at point C; signature of Sh. Kapil Trikha Late Mohinder Kumar Trikha at point D, duly countersigned by Ld. Counsel for Respondent no. 1 and 2 Sh. Ankit Batra at point E and the Ld. Counsel for Insurance Company Sh. M. Awasthi, at point F.

4. The Respondent no.1 Atishey Sachdeva (Driver) shall deposit the entire amount before this Tribunal in MACAD account within 30 days from today failing which he shall pay the interest of 12 % on the principal / deposited amount.

5. The entire award amount shall be disbursed to the Dependant LRS subject to the quashing of the criminal case pending before the Ld. MM. The Legal Heirs of the deceased namely Ms. Geetanjali Trikha, Kapil Trikha and Dheeraj Trikha, shall co-operate with the respondent no.1 namely Atishey Sachdeva (Driver) in quashing the FIR in the present case and the entire expenses of the same shall be borne by the respondent No. 1 (Driver).

6. The statement of the parties i.e. Ms. Geetanjali Trikha (Unmarried Daughter of deceased); Sh. Kapil Trikha (Married Son of deceased); Sh. Dheeraj Trikha (Unmarried Son of deceased); Sh. Atishey Sachdeva (Driver of offending vehicle) and Sh. M. Awasthi, Advocate for the respondent no.3 M/s ICICI Lombard General Insurance Ltd., are recorded separately.

7. I have heard the Learned Counsels for the parties and have carefully perused the court record and the statement made by the parties. I am satisfied that the parties have settled the claim amicably without any inducement, force or coercion. In view of the statements of the parties, I pass an award in the sum of Rs.7,60,000/- (Rupees Seven Lac Sixty Thousand only) towards full and final compensation of the present claim to the Dependant Legal Heir of the deceased Sh.Mohinder Kumar Trikha to be paid by the respondent no. 1 namely Sh. Atishey Sachdeva (Driver of offending vehicle) subject to quashing of the criminal case bearing FIR No. 367/2021 PS Ranjit Nagar under Section 279/304-A IPC.

8. The respondent no. I namely Sh. Atishey Sachdeva (Driver of offending vehicle) shall deposit the award amount within 30 days from the date of award in the MACAD Account. In default of the payment within the prescribed period, the respondent no. 1 (Driver) shall be liable to pay interest @ 12% per annum for the period of delay till its realization. It is *clarified that in case if the respondent no. 1 (i.e. Driver of offending vehicle) fails to deposit the entire award amount, the same shall be deposited by the respondent no. 3 i.e. ICICI Lombard General Insurance Company Ltd. with the right to recover the same along with interest @ 12% per annum from respondent no. 1 and 2 in the present case.*

Apportionment:

9. It is evident from the record that the deceased Sh. Mohinder Kumar Trikha has left behind three Legal Heirs (LRs) namely Ms. Geetanjali Trikha (Daughter aged 38 years Kapil Trikha (Son - aged 35 years Married) and Sh. Dheeraj Trikha (Son- aged 33 years - Unmarried). Since both the sons of the deceased being more than 25 years of age out of which Sh. Kapil Trikha is married, therefore they cannot be held to be Dependants LRs upon the deceased. This being the background, the entire award amount shall be disbursed to the unmarried daughter of deceased namely Ms. Geetanjali Trikha.

Disbursement:

10. On realization of the award amount, a sum of Rs.60,000/-(Rupees Sixty Thousand only) be released to Ms. Geetanjali Trikha (Daughter - aged 38 years - Unmarried) and the balance amount of Rs.7,00,000/- (Rupees Seven Lacs only) shall be put in Seventy Monthly Fixed Deposits in her name in MACAD account of equal amount of Rs.10,000/-

(Rupees Ten Thousand only) each for a period of 01 month to 70 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRS on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near her residence without the facility of cheque book and ATM card. It is clarified that the amount shall be released to her only on submitting the copy of passbook of such saving account with endorsement of the bank that no cheque book facility and ATM card has been issued and the same shall not be issued without the prior permission of this Tribunal.

11. It is further clarified that the award amount shall be disbursed pursuant to quashing of the criminal case bearing FIR No. 367/2021 PS Ranjit Nagar under Section 279/304-A IPC.

12. The following conditions are imposed with respect to the fixed deposits:

(a) The bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s).

(b) The original fixed deposit shall be retained by the bank in

safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by the bank to the claimant(s).

(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(d) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.

(e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(f) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall freeze the debit card(s) of the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(g) The bank shall make an endorsement on the passbook of the claimant(s) to the effect, that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance (h) It is clarified that the endorsement made by the bank along with the duly signed and

stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause (g) above.

13. Copy of the award be given to the parties free of costs. Copy of the award be also sent to the court of concerned Metropolitan Magistrate and Delhi State Legal Services Authority (DSLSA).

14. The Detailed Accident Report (DAR) and the Claim Petition stand Disposed Off as Settled.

15 Naib Nazir is directed to prepare the miscellaneous file for compliance on 10.02.2023.

File be consigned to Record Room.

4. Parties are present in the court today and have duly been identified by the IO. They state that they have settled the matter voluntarily, without any fear, force or coercion. It has been stated that they do not wish to continue with the prosecution under the FIR.

5. Since the parties have amicably settled the disputes and that MACT award has also been passed, I consider that it would be in the interest of justice if quietus is put to the present dispute.

6. Accordingly, FIR No. 367/2021 lodged at P.S. Ranjit Nagar, Delhi U/S 279/337 IPC and all the proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

MAY 25, 2023/AR