



\$~58

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

+ **CRL.M.C. 4046/2023 & CRL.M.A. 15244/2023**

MS SONIA UPPAL & ORS.

..... Petitioners

Through: Mr. Abdhesh Chaudhary, Ms. Geetanjali Setia, Ms. Manisha Suri, Mr. Nishi Kant Singh, Advocates.

versus

THE STATE OF NCT OF DELHI & ORS.

..... Respondents

Through: Ms. Meenakshi Dahiya, Ld. APP for the State alongwith Inspector Manu Dev and SI Nathi Lal.

Mr. Ritik Malik, Advocate for R-2 & 3.

%

Date of Decision: 30th May, 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. 15245/2023

Exemption allowed subject to just exceptions.

CRL.M.C. 4046/2023

1. The present petition has been filed under section 482 Cr.P.C seeking quashing of FIR no. 189/2018 registered under sections 288/337 IPC at PS Kalkaji, South-East, Delhi.



2. The briefly stated facts of the case are that the present FIR was lodged on the statement of Rajendra Kumar/Complainant alleging therein that there was a civil work contract on labour basis between petitioner 1 and 2 being the owners of the property and 3 being the contractor for the construction of a plot. Petitioner no.3 appointed labourers on the property for construction work taking place at G-39, Kalkaji. Consequently, during construction work of the basement an accident occurred due the mud slide due to which a wall collapsed resulting in physical injuries to the Respondent No. 2 & 3. All the medical expenses of the respondent no. 2 & 3 were duly paid and also continued to get their daily wages while they were recovering from the accident. Now, the Respondent No. 2 & 3 are duly recovered from injuries and they have also settled their dispute amicably and do they do not wish to continue with the complaint against the petitioner.
3. It is submitted that however, the parties have settled the matter amicably amongst themselves vide 2 settlement deed both dated 16.07.2019 and they do not have any grievances against each other now and they also have established a cordial relationship.
4. The first settlement deed dated 16.07.2019 between the petitioner no. 1 and 2 (Collectively as first party) petitioner no.2 (second party) and respondent no.2 (third party) with terms and conditions stated as under:
 1. *That the Third Party acknowledges that he has received entire payment towards his treatment from the First party. He further acknowledges that First Party and the Second Party had completely taken care of the family of third Party.*



2. *That the Third Party further acknowledges that there is no deliberate / negligence on the part of the First party and Second Party w.r.t. the accident occurred on 28.05.2018.*
3. *It is also agreed between the parties that apart from the money given to the third party by the first party for the treatment and maintainance of him and his family. Initially it is agreed between the - parties that the First and Second Party shall pay Rs. 70,000/- to the third party. Later on, at the request of the Third Party that amount has been increased from Rs. 70,000/- to Rs. 82,000/-. Accordingly, the First party shall pay Rs. 82,000/- (Eighty Two Thousand Only) towards full and final settlement of all the claims of the third party.*
4. *The third Party also acknowledges that the Second Party who is the contractor had paid daily wages and expenses to the third party from 28.05.2018 till July, 2018 total amounting to Rs. 41,000/- approx.*
5. *The Third Party acknowledges that he has already received Rs. 35,000/- (Thirty Five Thousand Only) from the first party on 02.03.2019 and for that the third party had executed a receipt and put his thumb impression on that receipt. Original Receipt dated 2.03.2019 is annexed as Annexure "A" . First party is paying him cheque of 15,000/- on 25/7/2019 by cheque no.-008409.*
6. *It is agreed between the parties that the First Party shall pay remaining Rs. 32,000/- in two installments of Rs. 20,000/- & Rs. 12,000/-. The First Party shall pay Rs. 20,000/- to the Third Party, when he makes a statement for compounding before the Ld. MM, Saket Court in FIR NO. 189/2018, PS Kalkaji. The last installment of Rs. 12,000/- shall be paid by the first party to the third party either after the completion of the entire proceedings before the Ld. MM or at the time of making statement by the third party before the Hon'ble High Court of Delhi at New Delhi at the time of quashing of FIR No. 189/2018, PS Kalkaji.*



7. *It is agreed that upon the execution of present settlement deed, all the claims and disputes of third party stands settled. The Third party agrees and undertakes not to lodge any claim qua the accident occurred on 28.05.2018 against the first and second party.*
8. *Since the dispute arising amongst the parties stands resolved amicably, it is agreed amongst the parties that in order to establish peace and healthy relations, the parties shall cooperate and approach the Hon'ble High Court of Delhi seeking quashing of the FIR bearing no. 189/2018, PS. Kalkaji, Delhi and proceedings arising therefrom for which a petition shall be filed by the second and third party. It is agreed amongst the parties that the first party shall file an affidavit along with the petition before the Hon'ble High Court of Delhi seeking quashing of FIR and proceedings arising therefrom. It is further agreed that the first party shall appear and make a statement before the Hon'ble High Court of Delhi. It is also agreed that the Third Party shall make statement before the Ld. MM, Saket Courts INew Delhi w.r.t. the compounding of the FIR No. 189/2018, PS Kalkaji.*
9. *It is agreed amongst the parties that now with the execution of present compromise/ settlement deed, the parties are left with no claim against each other. The parties shall not initiate any proceedings whether civil or criminal against each other.*
10. *That both the parties agree and undertake that after settlement of the present dispute, they will' not litigate against each other. The parties further assure each other that they have not filed any other case, either civil or criminal, against each other and in case at subsequent stage, it is discovered that any case has been filed by the parties against each other, the same shall stand withdrawn and / or will not be pursued by the parties.*
11. *That the contents of the present settlement / compromise deed is explained to the first party, second party and third*



party in "Hindi" language. The parties to the present settlement deed after understanding the contents of the same have signed the present settlement / compromise deed with their free will and without any threat, force, compulsion and undue influence etc.

5. The second settlement deed dates 16.07.2019 between the Petitioner no. 1 & 2 (Collectively as First Party), Petitioner no. 2 (Second Party) and Respondent no. 3 (Third Party):

- 1. That the Third Party acknowledges that he has received entire payment towards his treatment from the First party. He further acknowledges that First Party and the Second Party had completely taken care of the family of third Party.*
- 2. That the Third Party further acknowledges that there is no deliberate / negligence on the part of the First party and Second Party w.r.t. the accident occurred on 28.05.2018.*
- 3. The parties are present and state that they have entered into the settlement voluntarily out of their own free will without any fear force or coercion.*
- 4. It is also agreed between the parties that apart from the money given to the third party by the first party for the treatment of third party. The First party shall pay Rs. 1,85,000/- (One Lakh Eighty Five Thousand Only) towards full and final settlement of all the claims of the third party.*
- 5. It is agreed between the parties that the First Party shall pay Rs. 1,85,000/- in three installments of Rs. 60,000/-, Rs. 60,000/- & Rs. 65,000/-. The First Party has handed over a Cheque bearing No. 008404, drawn on ICICI Bank dated 16.07.2019 for an amount of Rs. 60,000/- to*



the third party and assured that the same would be honoured on its presentation. The second installment shall be paid to the third party, when he makes a statement for compounding before the Ld. MM, Saket Court in FIR No. 189/2018, PS Kalkaji. The third installment shall be paid by the first party to the third party either after the completion of the entire proceedings before the Ld. MM or at the time of making statement by the third party before the Hon'ble High Court of Delhi at New Delhi at the time of quashing of FIR No. 189/2018, PS Kalkaji.

- 6. It is agreed that upon the execution of present settlement deed, all the claims and disputes of third party stands settled. The Third party agrees and undertakes not to lodge any claim qua the accident occurred on 38.05.2018 against the first and second party.*
- 7. Since the dispute arising amongst the parties stands resolved amicably, it is agreed amongst the parties that in order to establish peace and healthy relations, the parties shall cooperate and approach the Hon'ble High Court of Delhi seeking quashing of the FIR bearing no. 189/2018, PS. Kalkaji, Delhi and proceedings arising therefrom for which a petition shall be filed by the second and third party. It is agreed amongst the parties that the first party shall file an affidavit along with the petition before the Hon'ble High Court of Delhi seeking quashing of FIR and proceedings arising therefrom. It is further agreed that the first party shall appeal and make a statement before the Hon'ble High Court of Delhi. It is also agreed that the Third Party shall make statement before the Ld. MM, Saket Courts, New Delhi w.r.t. the compounding of the FIR No. 189/2018, PS Kalkaji.*
- 8. It is agreed amongst the parties that now with the execution of present compromise/ settlement deed, the parties are left with no claim against each other. The parties shall not initiate any proceedings whether civil or criminal against each other.*



9. *That both the parties agree and undertake that after settlement of the present dispute, they will not litigate against each other. The parties further assure each other that they have not filed any other case, either civil or criminal, against each other and in case at subsequent stage, it is discovered that any case has been filed by the parties against each other, the same shall stand withdrawn and / or will not be pursued by the parties*
10. *That the contents of the present settlement / compromise deed is explained to the first party, second party and third party in "Hindi" language. The parties to the present settlement deed after understanding the same have signed the present settlement / compromise deed with their free will and without any threat, force, compulsion and undue influence etc.*
6. The parties are present and state that they have entered into the settlement voluntarily out of their own free will without any fear force or coercion.
7. The IO has duly identified the parties. The injured persons stated that in terms and conditions of the settlement they have received the amount. Shri Chand has received the amount of Rs. 1,85,000/- in full and final. IO has been identified. I have directed to the parties introduce with the same
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, the court may while taking into consideration the special facts of a case quash the proceedings.



9. This court considers that there would be no purpose of continuing with the trial as the parties have reached on a settlement and have decided to give quietus to the proceedings.

10. Taking into account the totality of facts and circumstances, the case FIR no. 189/2018 registered under sections 288/337 IPC at PS Kalkaji, South-East, Delhi and all the proceedings emanating therefrom are quashed.

11. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 30, 2023/K

