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

+ **CRL.M.C. 3238/2022**

AKSHIV AVIKSHIT

..... Petitioner

Through: **Mr. Nishant Dutta and Mr. Chirag
Rathi Advs.**

versus

GOVTOF NCT OF DELHI & ANR.

..... Respondent

Through: **Mr. Raghuvinder Varma, APP for the
State with SI Kapil Semiwal, PS
Mayapuri.**

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Date of Decision: 3rd March, 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 under section 482 Cr. P.C. seeking quashing of FIR bearing No. 501/2020 dated 14.10.2020 under sections 279/304A IPC registered at P.S Mayapuri along with consequential proceedings. The said matter is pending adjudication before the learned MM, West District, Delhi.

2. Facts in brief are that on 14.10.2020 at around 07:40 P.M., the Petitioner met with an accident with Respondent No.2's son namely late Mr.

Raju (since deceased) in Main Sabzi mandi Nangal Raya, market area. After the accident, the victim was rushed to the DDU Hospital Hari Nagar, Delhi by the petitioner. However, unfortunately the victim succumbed to the injuries and was declared brought dead to the hospital.

3. In the MACT proceedings, the matter was referred to the Lok Adalat, whereby vide order dated 11.09.2021 the learned Judge, Lok Adalat, granted the family of the deceased, compensation to the tune of Rs. 17,00,000/- and passed the following award:

“AWARD

The dispute between the parties having been referred for determination to the Lok Adalat. On 10.09.2021, the matter was taken up in pre-sitting Lok Adalat and the parties have compromised/settled the case/matter for a sum of Rs.17,00,000/-. Hence, an Award of Rs. 17.00,000/- (In words SEVENTEEN LAKHS ONLY) is hereby passed in favour of the Petitioner(s) against all the Respondents in full and final settlement of the claim of the Petitioner against the Respondents. The award amount shall be payable by Respondent to the Petitioner on behalf of the all Respondents. This will be inclusive of Interim award (if any) of Rs. NiL already passed. Ld. Counsel for the petitioner/petitioners submits that due to pandemic of Covid-19, the petitioner/petitioners is/are need of money, therefore, maximum award amount be released in favour of the petitioner/petitioners. A copy of this award be given dasti to both the parties. The compensation to the Petitioner be distributed as follows:-

S N	Name of Petitioner/Clai mant	Age (yrs)	Relation with Injured/ Deceased	Amount Award of	Amount kept in FDR	Period of FDR	Mode: Cheque/DD	Cash/
1.	LAKSHMAN	DOB: 01.01.19 50	FATHER	RS.12,00,000/-	RS.7,00,000/-	35 MONTHS	RS.5,00,000/- BE RELEASED TO THE PETITIONER NO.1 AND THE REST OF THE AMOUNT OF RS.7,00,000/- SHALL BE KEPT IN EQUAL MONTHLY FDRS OF RS.20,000/- EACH.	
2	LAXMI SINGH	DOB:01. 01.1992	SISTER	RS.5,00,000/-	RS.3,00,000/-	15 MONTHS	RS.2,00,000/- IS DIRECTED TO BE RELEASED TO THE PETITIONER NO.2 AND REST OF THE AMOUNT OF RS.3,00,000/- SHALL BE KEPT IN EQUAL MONTHLY FDRS OF RS.20,000/-	
TOTAL				Rs.17,00,000/-				

CONDITIONS:-

1. No loan/advance shall be raised against F.D.R. without permission of MACT/Court concerned.

2. The payment will be made by the Respondent Insurance Co. By draft or crossed cheques or through ECS in the name of the Petitioners in the Nationalized Bank SBI, Tis Hazari Courts, Delhi as per the directions in the award within 30 days of passing of the award falling which it will be liable to pay 12% interest from the date of this order.

An attested copy of the award be given to both parties.

3. The parties are informed that the court fee, if any, paid by any of them shall be refunded."

4. Thereafter, during the course of the proceedings the petitioner and respondent No. 2 (father of the deceased victim) arrived at an amicable

settlement vide settlement agreement dated 13.07.2022 on the following terms and conditions:

- “1. That the present settlement deed has been executed by and between the parties to this agreement at their own accord, free-will, volition, voluntarily, in disposing mind, without any kind of pressure, coercion, undue influence, compulsion, force or fraud etc.*
- 2. That the First Party has already rendered financial help of Rs. 1,00,000/- to the Second Party, paid in cash through the counsel for Second Party.*
- 3. That it is also agreed between parties to the said agreement, that the Second Party shall immediately (and not later than one month of signing of the agreement) and unconditionally withdraw all the cases, complaints, claims and proceedings, if any, filed before any authority by him or his family members against the First Party. Also, the Second party and deceased's family members shall also provide a No Objection Affidavit in support of quashing petition to be filed by First Party before the Hon'ble High Court of Delhi for quashing of FIR No. 0501/2020, In addition to the above, the Second Party shall also ensure that the Second party appears before the Hon'ble High Court in the aforementioned quashing petition alongwith his counsel to get his statement recorded for quashing of the above FIR without any delay.*
- 4. That the Second Party shall have the right to revive proceedings so withdrawn in case the First party breaches any of the terms of the present agreement.*
- 5. That the Second Party shall also ensure that the Second party shall appear before the Hon'ble High Court of Delhi and/or appropriate district Court in Delhi to get his statement recorded for quashing/withdrawing/compounding of the F.I.R. no. 0501/2020 without any delay in order to reach the logical conclusion of present settlement.*
- 6. That both the Parties to the present agreement further undertakes not to file / institute / lodge any F.I.R. / case / petition / suit /*

application / affidavit / statement whatsoever against each other before any authority /Court of law in future.

7. That both the parties undertakes to remain bound by the terms of compromise / present settlement deed.

8. That it is specifically and mutually agreed at the time of execution of present settlement deed that no grievance/claim remains against each other and in favour of any party except in Le of breach of terms and/or in terms of present settlement deed.

9. That the parties undertake to remain bound by the aforesaid terms of settlement.”

5. The petitioner and respondent No.2 (father of the deceased victim) are present in person and have been duly identified by the IO. Respondent No.2/father states that as per the settlement he has already received Rs. 1,00,000/- . Further, today a demand draft bearing DD No. 002384 dated 05.11.2022 for a sum of Rs. 2,50,000 has been handed over to the respondent No.2 namely Laxman (father of the deceased victim). He states that now he wants to move on in life and does not wish to pursue the present complaint. He states that he has entered into the settlement voluntarily out of his own free will, without any fear, force or coercion. He further states that he has received the entire settled amount. He states that he has no objection if the present FIR and all criminal proceedings emanating therefrom are quashed.

6. I have considered the submissions.

7. The matter has been settled between the parties vide settlement agreement dated 13.07.2022. Respondent No.2 has already been granted compensation from Lok Adalat. Further in terms of the settlement

agreement, the respondent has already received the entire settled amount. I consider that continuance of FIR No. 501/2020 would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. The chances of conviction would also be bleak and remote, given that the parties do not wish to pursue the present complaint on account of the settlement. I do not see any reason to reject the settlement arrived at between the parties, voluntary out of their free will.

8. Considering the totality of facts and circumstances of the case and in view of the submissions of respondent no.2/ father of the deceased, the case FIR No. 501/2020 dated 14.10.2020 under sections 279/304A IPC registered at P.S Mayapuri and all proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

MARCH 3, 2023/Pallavi

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