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

+ **CRL.M.C. 3504/2022**

SANJAY BANSAL & ORS.

..... Petitioners

Through: Mr.Anupam Sharma, Mr.Arun Khatri,
Mr.Harpreet Kalsi and Mr.Akshay
Kumar Dahiya, Advocates with
petitioners in person.

versus

THE STATE NCT OF DELHI & ORS.

..... Respondents

Through: Mr.Raghvinder Verma, APP for the
State.
SI Kunal Kishor, PS Kotwali
Respondent no.2/complainant in
person.

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Date of Decision: 03.05.2023

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. Present petition has been filed under section 482 Cr.P.C seeking quashing of FIR No.1009/2021 under Section 288/337/34 IPC at PS Kotwali.
2. Briefly stated facts of the case are that the present FIR was lodged on the statement of Mohd. Gulzar. He worked as the Labour supervisor at OMAXE construction Site Chandni Chowk, Delhi. The Respondents were employed as laborers with Chinar Promoters Pvt.

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Ltd. The incident happened on On 31.10.2021 wherein a mudslide took place at Omaxe Chandni Chowk whereby trees and large amount of mud fell upon the temporary establishments of the labourers. In this incident Respondent no.2-5 suffered minor injuries while Respondent no.6 on account of suffering injuries has expired. Consequently, the present FIR was lodged.

3. However, it is submitted that now the parties have reached on a settlement on the following terms and conditions:

“1. It is agreed between the parties that upon execution of the present settlement agreement, First Party, Second Party and Third Party will file a petition before the Hon'ble High Court of Delhi for getting the F.I.R. bearing no. 1009/2022 u/s 288/304A1337/34 IPC lodged at P.S. Kotwali dated 31.10.2021 quashed.

2. That in lieu of the settlement, the Fourth Party, Fifth Party, Sixth Party and Seventh Party have each received a sum of RS .25,000/- from the First Party, Second Party and Third Party towards full and final settlement. Upon having received the said sum of money the Fourth Party, Fifth Party, Sixth Party and Seventh Party shall not be left with any claim whatsoever towards the First Party, Second Party, Third Party, Chinar Promoters Pvt. Ltd. and Omaxe Ltd. or any of their employees and representatives.

3. That in lieu of the settlement, the Eighth Party i.e. wife and last known legal their of deceased Mohd, Afsarful in consultation with all the family members have received a sum of Rs. 2,50,000/- in cash and a sum of Rs.7,00,000/- vide cheque no, 153932 dated 03.11.2021 drawn at Axis Bank Ltd., Malviya Nagar branch from the First Party, Second Party and Third Party towards full and final settlement. Upon having received the said sum of money the Eighth Party shall not be left with any claim whatsoever towards the First Party, Second Party, Third Party, Chinar Promoters Pvt. Ltd. and Omaxe Ltd. or any of their employees and representatives.

4. It is further agreed between the parties that Fourth Party, Fifth Party, Sixth Party, Seventh Party and Eighth Party undertakes that

they will co-operate and provide all the necessary assistance to the First Party, Second Party and Third Party for getting the F .I. R. bearing no. 1009/2021 u/s 288/304A1337/34 IPC lodged at P.S. Kotwali dated 31.10.2021 quashed before the Hon'ble High Court of Delhi or any other competent court and make themselves available at the time of recording of their statement before the Hon'ble High Court of Delhi.

5. That pursuant to engrossing their signatures on the present agreement, either of the parties will not initiate any further action or court proceedings relating to the incident dated 31.10.2021 against each other and their friends and family members nor will they make any allegation against other.

6. That it has also been agreed between the parties that they will adhere to the terms and conditions of this settlement Deed and will do all acts necessary for the expeditious compliance of the same and shall cooperate with each other and sign all the relevant documents required for the purposes of quashing the F.I.R. bearing no. 1009/2021 u/s 288/304A/337/34 IPC lodged at P.S. Kotwali dated 31.10.2021.”

4. In pursuance of the terms of the settlement Respondents have already been paid all the settled amount.
5. IO has duly identified the parties.
6. 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.

7. In view of the settlement the present FIR No.1009/2021 under Section 288/337/34 IPC at PS Kotwali along with all the other proceedings emanating therefrom is quashed.

8. The present petition stands disposed of.

DINESH KUMAR SHARMA, J

MAY 3, 2023

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