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

+ **CRL.M.C. 5381/2023**

**SIDDHARTH GUPTA** ..... Petitioner

Through: Mr. Abhishek Batra, adv. with  
petitioner in person.

versus

**STATE & ORS.** ..... Respondents

Through: Mr. Digam Singh Dagar, APP for the  
State.  
SI Noronkar, PS CR Park  
Respondents 2 and 3 in person.

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*Date of Decision: 03.08.2023.*

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

### **J U D G M E N T**

**DINESH KUMAR SHARMA, J. (Oral)**

**CRL.M.A. 20399/2023 (exemption)**

Exemption is allowed subject to all just exceptions.

Application stands disposed of.

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1. Present petition has been filed under section 482 CrPC seeking quashing of case FIR No. 0203/2022 dated 24.07.2022 registered under

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Sections 279/337 IPC at PS Chitranjan Park and all other criminal proceedings arising therefrom. The said FIR was lodged on the statement of respondent No. 2 namely Atif, alleging that the petitioner drove in a rash and negligent manner and caused an accident on 24.07.2022 resulting in the damage of the cars of respondent Nos. 2 and 3 herein. It has been submitted that later on section 185 of the Motor Vehicles Act was also added.

2. Briefly set out the allegations as per the FIR are that on 24.07.2022 at about 2.30 a.m., when the complainant was returning home to Jasola from Green Park and was on the flyover towards Nehru Place from Chirag Delhi flyover, in his car bearing no. DL 4C AX 1257, Honda City. Allegedly, one Mahindra Nexibo bearing registration No. DL 1 LV 9137 was moving on the left side of his car. It has been alleged that one Creta bearing registration No. UP 16CA 8665 while driving in a rash and negligent manner hit the car moving on the left side of the complainant's car, resulting in the Mahindra Nexibo overturning and hitting the car of the complainant. As a result of which the complainant's car hit the divider and spun uncontrollably. It has been alleged that all the three cars were damaged very badly. The public on the spot rushed to help all the three drivers and the complainant called the police. Later all the drivers were sent to the hospital for treatment. It has been alleged that the Mahindra Nexibo was driven by respondent No. 3/Deepak Kumar and the Creta was being driven by the petitioner



Siddharth Gupta. Basis the said allegations, the present FIR was lodged against the petitioner.

3. Subsequently, respondent No. 3 initiated a claim before the Ld. MACT, Saket District Courts, New Delhi, bearing MACT No. 129/2023 titled *Deepak Kumar vs Siddharth Gupta*. However, while the proceedings were underway, the petitioner entered into a settlement with the respondent No. 3 before the Ld. MACT on 18.07.2023 for a total consideration of Rs. 40,000/-, of which Rs. 20,000/- was paid in cash before the Ld. Tribunal and the remaining Rs. 20,000/- was to be paid during quashing of the said FIR before this Court. The said terms were also recorded in the order dated 18.07.2023 passed by the Ld. PO, MACT, Saket Courts. The relevant excerpt has been reproduced hereunder:

*“.....Vide separate statement recorded in this Tribunal today it is stated by injured/claimant Deepak and R-1/driver that they have amicably settled the present case as well as criminal case arising out of this accident in FIR no. 203/22, PS C.R. Park, for a sum of Rs. 40,000/-.*

*Out of which Rs. 20,000/- is received by the injured Deepak Kumar in cash today in this Tribunal from driver/ Siddharth Gupta towards full and final settlement of present MACT compensation case.*

*It is further agreed between them that remaining Rs. 20,000/- would be paid at the time of disposal of connected criminal case FIR no. 203/22, by way of quashing or otherwise before Hon'ble High Court of Delhi.*

*Such, Deepak Kumar further undertakes to cooperate with the R-1 and present before Hon'ble High Court of Delhi*



*and Ld. Ilaka MM for the purpose of disposal of connected criminal case.*

*As such, at request of injured Deepak, and statement recorded today, present case is disposed off as settled between the parties, which is a fair compensation.”*

4. Thereafter, the petitioner in order to resolve all the disputes with the respondent No. 2, entered into a settlement with the respondent No. 2 vide MoU dated 31.07.2023 on the following terms and conditions:

*“1. It has been agreed that the First Party shall pay a sum Rs. 4,50,000/- (Rupees four lakhs fifty thousand only) to the Second Party by way of demand draft towards full and final settlement of all his claims and/or dispute including in respect of FIR No. 203 of 2022.*

*2. It has been agreed between the parties that the Second Party shall take all necessary steps and extends full cooperation for quashing the FIR bearing No. 203 of 2022 registered on 24.07.2022 at Police Station Chitranjan Park under section 279 and 337 of the Indian Penal Code and 185 of the Motor Vehicle Act and so also the consequent criminal proceedings bearing Criminal Case No. 9280 of 2022 titled “State versus Siddharth Gupta” pending adjudication before the Hon’ble Saket District (South-East). It is agreed that the Second Party shall furnish the requisite affidavits make statements, appear before the Hon’ble Court or before the Hon’ble High Court of Delhi or any other Court for getting the said FIR quashing and he has undertaken to do all acts that may be required or necessary for the purpose. The necessary petition for quashing etc. shall be filed in the court of law, as expeditiously as possible and positively within a period of 10 days from the execution of this settlement. The First Party undertakes that he shall inform the date of listing of the said petition before the*



*Hon'ble High Court of Delhi to the Second Party in advance so as to enable the Second Party to appear on the very first date itself.*

3. *It has been agreed that the aforesaid sum of Rs. 4,50,000/- (Rupees four lakhs fifty thousands only) payable by the First Party to the Second Party towards full and final settlement of his claims and/or disputes in respect of FIR No. 203 of 2022 shall be paid at the time of recording of statement before the Hon'ble High Court of Delhi for quashing of the FIR bearing No. 203 of 2022 registered on 24.07.2022 at Police Station Chitranjan Park under Sections 279 and 337 of the Indian penal code and 185 of the Motor Vehicle Act and so also the consequent criminal proceedings bearing Criminal Case no. 9280 of 2022 titled "State verses Siddharth Gupta" pending adjudicating before the Hon'ble Saket District Court (South-East).*

4. *The parties had undertaken to do all their parts as promptly as possible and without causing any undue delay for any reason whatsoever. The parties would not delay the execution/signing/furnishing of necessary documents and appearing before any court/authority etc. for signing/executing any document or making any statement etc. as may be needed and if any loss is caused due to such delay, the defaulting party would compensate such loss, to the affected party. This is without prejudice to the right of the parties to initiate appropriate proceedings for enforcing the aforesaid terms of settlement against the defaulting party entirely at the costs and expense of the defaulting party/parties making them further liable for all losses/damages that may have been suffered or incurred by the beneficiary.*

5. *It is agreed that parties have arrived at the present Agreement out of their own free will and desire and without any*



*pressure, fraud, force, coercion or undue influence by either of the parties.*

6. *It has been agreed between the parties that they shall be bound by the terms of the present Agreement and on fulfilment of its terms no party shall have any claim nor shall be entitled to raise any claim of whatsoever nature including in respect of FIR No. 203 of 2022 either against each other or any of the family member of the parties.”*

5. Learned counsel for the petitioner submits that the present FIR was lodged on the statement of respondent No.2/Mr. Atif. However, he did not suffer any injuries and the injuries were only sustained by the respondent No. 3/Deepak Kumar, which have been settled before the Ld. MACT. Ld. Counsel submits that thus the matter has been amicably settled between the parties. The proceedings before the Ld. MACT also have been amicably settled.
6. Ld. Counsel submits that the parties no longer wish to pursue the present complaint and wants to put a quietus to the same on account of the settlement arrived between the parties. It has been submitted that in such circumstances, proceeding further with the present complaint would be futile and would be an abuse of the process of the court.
7. The parties are present in person and have been duly identified by the IO. Respondent Nos. 2 and 3 state that they have amicably settled the matter with the petitioner and have no grievance remaining against him. Respondent no. 3 states that in terms of the settlement before the Ld. MACT, out of the total settled amount of Rs. 40,000/-, he has



already received an amount of Rs 20,000/-. He states that the remaining amount of Rs. 20,000/- has been received today in court by way of cash. He states that he has thus received the entire settled amount. Respondent No. 2 states that he too has voluntarily settled the matter with the petitioner and as per the same he has been handed over a demand draft bearing D.D. No. 002149 dated 31.07.2023 drawn on HDFC Bank in the sum of Rs. 4,50,000/- (Rs. Four Lakhs fifty thousand only) in the name of Atif Mohammed Khan, in court today. He states that he has thus received the entire settled amount. Respondent Nos. 2 and 3 state that now they have no remaining grievance against the petitioner and no longer wish to pursue the present complaint. They state that they have entered into the settlement voluntarily out of their own free will, without any fear, force or coercion and have received the entire settled amount. They state that they have no objection if the present FIR and all criminal proceedings emanating therefrom are quashed.

8. I have considered the submissions. The petitioner has settled the matter with the respondent No. 3 on 18.07.2023 and with the respondent No. 2 vide MoU dated 31.07.2023. Thus, the dispute stands resolved between the parties. The parties have entered into the settlement out of their own free will and without any force, fear or coercion. The respondents have received the entire settled amount in terms of the settlement arrived at between them. Respondent Nos. 2 and 3 no longer wish to pursue the present complaint and have no remaining grievance against the



petitioner. They have no objection if the present FIR and the subsequent proceedings emanating therefrom are quashed. The chances of conviction would also be bleak, given that the parties do not wish to pursue the present complaint on account of the settlement. I consider that continuance of the present FIR and the consequent proceedings emanating therefrom would serve no useful purpose and may cause prejudice to the petitioner and be an exercise in futility. I do not see any reason to reject the settlement arrived at between the parties, voluntary out of their free will.

9. Considering the totality of facts and circumstances of the case and in view of the submissions of the respondent Nos. 2 and 3, the case FIR No. 0203/2022 dated 24.07.2022 registered under Sections 279/337 IPC at PS Chitranjan Park and all proceedings emanating therefrom are quashed.
10. Accordingly, the present petition stands disposed of.

**DINESH KUMAR SHARMA, J**

**AUGUST 3, 2023**

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