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

+ **CRL.M.C. 4220/2022**

**ASSOCIATED TRADERS AND MANUFACTURES THR ITS
AUTHORISED REPRESENTATIVE SH. VIJENDER Petitioner**

Through: Ms. Latika Choudhary, Adv.

versus

STATE & ANR. Respondents

**Through: Mr. Digam Singh Dagar, APP for the
State with SI Ranbir Singh, PS Vasant
Kunj South.**

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Date of Decision: 21st February, 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 of Cr. P.C. seeking quashing of FIR No. 68/2021 registered at PS Vasant Kunj, under Section 337 IPC.
2. Briefly stated facts of the case are that the petitioner since 2010 has been executing work of maintenance of supply of electricity in the area of South-West Delhi with BSES Rajdhani Power Ltd. Respondent who used to work as a lineman with petitioner, on

12.02.2021 came in contact with a live wire while repairing another nearby wire. Respondent got electrocuted and both his arms got burnt. Thereafter the above - mentioned FIR was registered on 17.02.2021.

3. The matter was referred to the mediation. The parties have reached on a settlement dated 17.02.2023 in the mediation on the following terms and conditions:

“1. That the First Party has agreed to pay a lump sum amount of Rs.16,00,000/- (Rupees Sixteen lakhs only) to second party for past, present and future claims in respect of Second Party and the said amount is full and final settlement towards all his claims.

2. That due to the unfortunate accident since Second Party is not able to continue his work with First Party, therefore the First Party has offered a job to his son Sanjit Kumar in place of the Second Party as Assistant lineman who is the son of Second Party namely Sanjit Kumar has accepted and has joined. The copy of employee ID No. VJK168 of Sanjit Kumar is annexed herewith as ANNEXURE A.

3. That the First Party has also completed all the formalities with the ESI department and Second Party is getting pension of Rs. 555/- (Rupees Five Hundred Fifty Five) per day which comes to almost Rs. 17,000/- (Seventeen Thousand Only) per month in his account bearing No. 520101051123521 in Union Bank of India at Chattarpur, Delhi - 74. The copy of letter dated 29.07.2022 issued by Employee Estate Insurance Corporation granting the said pension is annexed herewith as ANNEXURE B.

4. That out of total settlement amount of Rs 16,00,000/- (Rupees Sixteen Lakhs) the First Party has already paid Rs. 2,00,000/- (Rupees Two Lakhs) to the Second party on 02.12.2021 through cheque bearing No. 438325 dated and 1,50,000/- (One Lakh

Fifty Thousand) on 29.12.2021 through cheque bearing No. 438351.

5. That remaining Rs 12,50,000/-(Twelve lakh Fifty Thousand) will be handed over to Second Party by First Party during the time of recording of the statement of the Second party before Hon'ble High Court of Delhi in quashing of the FIR No.0068 dated 17.02.2021 through Demand draft bearing No. 035487 dated 10.01.2023, Axis Bank Limited, Karkardooma, Delhi. The Copy of the same is annexed herewith as ANNEXURE C.

6. That the First Party has filed CrI.M.C No. 4220/2022 for the quashing FIR No.0068 dated 17.02.2021 which is pending before the Hon'ble Delhi High Court and the Second Party undertakes to appear before the Hon'ble Delhi high court of Delhi during the time of hearing of the petition and will cooperate with First Party in seeking quashing of the quashing FIR No.0068 dated 17.02.2021 on date already fixed for 21.02.2023 or any other subsequent date given by the Hon'ble Court.

7. That the Second Party releases and relinquishes all his future claims and he assures and undertake that he is left with no further claim of whatsoever nature against the First Party and surrender his claim towards present and future and assures that no further claim will be laid against the First Party as all his claims settled.

8. That Since the Second Party has lost both of his arms in the Accident which occurred on 12.02.2021, the present Agreement has been signed by his son Sanjit Kumar on the consent and in presence of Second Party. The duly self attested Aadhaar Card of the Second Party Mr. Shiv Ram Kamat (7301-3327-4325) as well as his son Sanjit Kumar (9806-9625-5174) is annexed herewith as ANNEXURE D COLLY.

9. By signing this Settlement Agreement and subject to the fulfillment of the terms and conditions of the present Settlement Agreement, the parties hereto state that they have no further claims or demands whatsoever against each other and all their

disputes and differences have amicably been settled qua the present dispute through the process of mediation;

10. That the parties agree and undertake to be bound by and to abide by the terms of this Settlement Agreement. The parties further agree and undertake that they shall not rescind from or dispute this Settlement Agreement in future. That the parties undertake and agree to strictly and timely abide by the terms and conditions of this present Settlement Agreement and that they shall not commit any breach or default;

11. The Parties state that all the terms have been settled between the parties and both the parties have signed this agreement in sound disposing state of mind and of their own free will, volition and consent and without there being any undue pressure, coercion, influence, misrepresentation or mistake (both of law and fact), in any form whatsoever.

12. The Parties states that they have agreed on each and every term recorded in this settlement agreement, after carefully reading over and fully understanding and appreciating the contents, scope and effect thereof, as also the consequences of the breach thereof, including payment of the fine/penalty.

13. The parties agree that they shall appear before the Hon'ble Court during the physical / virtual, as the case may be, hearing to make their statements in terms of the present Settlement Agreement.”

4. Learned counsel for the petitioner submits that out of settled amount in the sum of Rs.3,50,000/- has already been paid and remaining amount of Rs.12,50,000/- by way of Demand Draft bearing DD No. 035248 dated 26.08.2022 drawn on Axis Bank Ltd. in the name of complainant-respondent No.2 Shiv Ram Kamat, has been paid today.

5. Learned counsel for the petitioner submits that respondent No.2 will also get the pension from the ESIC and job to the son of the respondent No.2 has also been provided.
6. Respondent No.2 states that he has entered into the settlement with the petitioner voluntarily at his own free will without any fear, force or coercion.
7. It has repeatedly been held by the Courts that if the dispute is private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law and has been done voluntarily without any fear, force or coercion.
8. IO has duly identified the complainant-respondent No.2.
9. I have considered the submissions and perused the settlement agreement dated 17.02.2023. The parties have reached at an amicable settlement without any fear, force or coercion. I consider there would be no purpose of continuing with the trial.
10. In view of the above the FIR No. 68/20021 registered at PS Vasant Kunj, under Section 337 IPC along with all other proceedings emanating therefrom are quashed.
11. The present petition is disposed of.

DINESH KUMAR SHARMA, J

FEBRUARY 21, 2023/Pallavi