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

+ CRL.M.C. 4266/2022

ASHOK KUMAR

..... Petitioner

Through: Mr. Rakesh Malhotra, Adv.

versus

STATE NCT OF DELHI & ANR.

..... Respondents

Through: Mr. Amit Sahni, APP for the State
with SI Birendra Singh, MACT/Cell

Mr. Abhishek Kashyap and Mr. S. P.
Verma, Adv. for R- 2 to 4.

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Date of Decision: 23rd August, 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. PC seeking quashing of FIR No. 89/2018 dated 18.03.2018 under Sections 279/304A of IPC registered at PS Ranjit Nagar along with consequential proceedings.
2. Facts in brief, on 17.03.2018, the petitioner was driving while going

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to his office, when he a hit woman (deceased) crossing the road around 3:00 pm. He rushed the injured victim to Kapoor Nursing Home with the help of other people present at the place of the incident, from where she was referred and sent to Balaji Action Hospital, and thereafter she was declared dead at the Balaji Action Hospital. During the investigation, no eyewitnesses were found and the petitioner was contacted by the police officials whereby he confessed to his mistakes.

3. Learned counsel submits that the MACT award has already been passed in which a compensation of Rs.13,00,000/- has been awarded. Now the parties have entered into the settlement vide order dated 22.08.2022 on the following terms and conditions:

1. That as per the settlement and understanding arrived between the Parties through their Legal Representatives, the Second Party has undertaken to pay a total sum of Rs. 90,000/- (Rupees Ninety Thousand Only) to the legal heir/ representative of the deceased and has already issued two separate Demand Drafts of Rs. 45,000/- (Rupees Forty Five Thousand Only) each in favour of both the Legal Heirs / Representatives. The details are as follows:

- a. Demand Draft bearing no. 000043, having Ref. No. 257913000049 dated 22.08.2022 amounting to Rs. 45,000/- (Rupees Forty Five Thousand Only) favoring Mr. Sahood.
- b. Demand Draft bearing no. 000044, having Ref. No. 257913000050 dated 22.08.2022 amounting to Rs.



45,000/- (Rupees Forty Five Thousand Only) favouring Mr. Masood.

2. That the aforementioned Demand Drafts will be given/handed over to the First Part at the time of recording of the statement of withdrawal of the Cr. Case bearing no. 5423 of 2019 which is pending for adjudication before the court of Ld. ACMM. Ruby Neeraj Kumar, Tis Hazari District Court, West Delhi and is posted on 04.11.2022.

3. That the first party and second party also undertake to depose/give their statement as and when required before any court or forum including Hon'ble District Court about the settlement of all their claims arising out of the said Settlement Agreement.

4. That the parties to this settlement agreement shall not raise any claim/s against each other in respect of the above said FIR & Cr. Case.

5. That it has been further undertaken by the parties that they shall not proceed against each other in any case(s) what so ever either Criminal or Civil as with this Settlement Agreement each and every claim stands settled.

6. That the parties have further undertaken that they shall not level any allegations against each other or cause to act in a manner so as to harm the reputation and image of the other in the society at large.

7. That the parties agree not to do any act prejudicial to the interest of this Settlement Agreement.



8.That this Settlement Agreement shall also remain valid and binding on the legal heirs, legal representatives and successors of each of the Parties.

9.That in the event of any dispute, arising out of the present Settlement Agreement shall be subject to the jurisdiction of courts in Delhi only.

4. The petitioner and respondent No.2 (Son of the deceased victim) are present in person and have been duly identified by the IO and today two Demand Drafts bearing DD No. 000044 dated 22.08.2022 (revalidated on 23.01.2023 and 11.08.2023) drawn on AU Small Finance Bank in the name of Mr.Masood and another Demand Draft bearing DD No. 000043 dated 22.08.2023 2022 (revalidated on 23.01.2023 and 11.08.2023) drawn on AU Small Finance Bank in the name of Mr.Sahood for an amount of Rs.45,000/- each. has been handed over to the respondent No.2. He further states that now he wants to move on in life and does not wish to pursue the present complaint as 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 and has no objection if the present FIR and all criminal proceedings emanating therefrom are quashed.
5. It has also been noted that the petitioner himself took the injured to the hospital.



6. The matter has been settled between the parties vide settlement agreement dated 22.07.2022. Respondent No.2 has already been granted compensation from the MACT Tribunal. Further, in terms of the settlement agreement, the respondent has already received the entire settled amount.
7. I consider that continuance FIR No. 89/2018 dated 18.03.2018 under Sections 279/304A of IPC registered at PS Ranjit Nagar along with consequential proceedings, 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/ Son of the deceased, FIR No. 89/2018 dated 18.03.2018 under Sections 279/304A of IPC registered at PS Ranjit Nagar along with consequential proceedings are quashed.

DINESH KUMAR SHARMA, J

AUGUST 23, 2023

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