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

+ CRL.M.C. 4649/2022, CRL.M.As. 12251/2023 & 12406/2023

RAJINI MISHRA Petitioner

Through: Mr.Mohit Mathur, Sr.Adv. with
Mr.Amitabh Narendra, Adv. with
petitioner in person.

versus

STATE OF NCT OF DELHI Respondent

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Naresh Kumra, PS Cannaught
Place.
Ms.Monika Shahi, Adv. for R-2 with
Ms.Kajal Tiwari/R-2 in person.

+ CRL.M.C. 4316/2022, Crl.M.A. 12360/2023

SHANTI SAROOP KHINDRIA Petitioner

Through: Mr.Mohit Mathur, Sr.Adv. with
Ms.Shivambika Sinha and
Mr.Ananya Garg, Advocates

versus

STATE OF NCT OF DELHI Respondent

Through: Mr.Hemant Mehla, APP for the state
with Mr.Dipanshu Meena, Advocate
SI Naresh Kumra, PS Cannaught
Place.
Ms.Monika Shahi, Adv. with wife of
deceased Sandeep Tiwari.

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Date of Decision: 09.05.2023

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CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

J U D G M E N T

DINESH KUMAR SHARMA, J. (Oral)

1. CRL.M.C. 4316/2022 has been filed seeking to set aside the summoning order dated 17.10.2020 passed by the learned M.M.01/PHC/NDD, Patiala House Court Complex, New Delhi in Case No. 1946/2020, titled "*State v. Rajni Mishra*" arising out of FIR No. 90/2017 registered at Police Station, Connaught Place.
2. CRL.M.C. 4649/2022 has been filed seeking the quashing of FIR No.90/2017 dated 15.05.2017 registered under Section 288/337 IPC at PS Connaught Place.
3. Brief facts of the case are that in FIR No. 90/2017, it was alleged therein that on 15.05.2015 deceased Sandeep Tiwari was cleaning the window of the first floor of building no.5, Jain Mandir Road, Connaught Place and during the same he slipped and fell down on the ground floor resulting in his death. It was alleged that no safety measures were provided to the deceased on account of which, he succumbed to his injuries. After investigation, the charge sheet was filed against petitioner Rajni Mishra and learned MM vide order dated 17.10.2020 summoned the petitioner Shanti Saroop Khindria i.e. the owner of the building for the commission of the alleged offence.
4. It has been submitted that during the pendency of the proceedings, both the parties have reached at a settlement before the Delhi High Court

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Mediation and Conciliation Centre on 15.03.2023 on the following terms and conditions:

- 1. The First Party has paid to the Confirming Party an amount of Rs.3,00,000/- (Rupees Three Lakhs Only) vide Demand Draft No.190396, dated 14.03.2023, drawn on Citibank Bank, as a one-time ex-gratia full and final settlement and also towards financial support and the Second Party has received the said amount from the First Party in full and final settlement and as financial support, in view of unfortunate of her husband. It has been agreed and undertaken by the confirming Party that on receipt of Rs.3,00,000/- (Rupees Three Lakhs Only) from the First Party, the same shall immediately be deposited by her in Fixed Deposit Receipts, with a bank, in the name of her two minor children namely Master Ansh Tiwari (aged about 10 years) and Master Harsh Tiwari (aged about 7 years) which amount shall remain in FDR till said children attain majority.*
- 2. That it has been agreed between the parties that the Confirming Party shall continue to be employed at the Law Firm of the First Party at monthly salary of Rs. 14,000/- (Rupees Fourteen Thousand Only) which she is drawing currently. It is also agreed that the Confirming Party will be eligible for increments as per the Law Firm's standard policy and practice.*
- 3. The Confirming Party shall abide by the standard terms, policies and practices applicable to all the employees of the Law Firm with regard to their terms of employment, holidays, paid leave, working hours, etc. The Confirming Party agrees to perform her duties responsibly and under the supervision of the Second Party.*
- 4. It has been agreed between the parties that the employment of the Confirming Party with the First Party shall continue in the law firm and the same shall be terminated only in exceptional circumstances and by giving a prior notice of three months or on payment of advance wages for three months. Furthermore, in the circumstances of termination of employment of the Confirming Party by the First*

Party, the First Party shall pay to the Confirming Party an ex-gratia lump sum severance amount equivalent to one year's salary, calculated as per terms applicable on the date of termination.

5. The Confirming Party is satisfied with the terms of this agreement and has willingly accepted the same. The Confirming Party confirms that she has no outstanding claims or complaints against the First Party as well as the Second Party and that the Confirming Party shall not claim any amount/ help/ financial assistant in future in respect of the unfortunate demise of her husband before any court of law.

6. The Confirming Party has never filed any complaint against the First Party and the Second Party with the police or any other authority. It has been agreed that the Confirming Party shall make requisite statement in the present Crl. M.C. Nos. 4316/2022 and Crl. M.C. 4649/2022 and shall cooperate in getting FIR No. 90 of 2017 dated 15.05.2017 under Sections 304A and 288 of Indian Penal Code, PS Connaught Place and the proceedings arising out of it pending before the court of Sh. Yashdeep Chahal, MM-01, Patiala House Courts, including the Summoning Order dated 17.10.2020, quashed. It has been agreed that in case, if it so required, a fresh joint petition for out of it quashing of the said FIR and the proceedings arising including the Summoning Order shall be filed by the parties. The Confirming Party has agreed that she has no objection if the said FIR and Summoning Order are quashed, on the basis of all the terms and conditions of the present Settlement Agreement.

7. By signing the present Settlement Agreement, the parties hereto undertake that no claims or demands are left between the parties and the parties have been mutually and amicably settled.

8. That the Parties have executed the present Agreement voluntarily, and of their own free will and volition, and without any pressure, undue influence, coercion or duress of any nature from any quarter whatsoever. The Parties including the Confirming Party shall remain bound by the said terms.

5. Mr.Mohit Mathur, learned senior advocate submits that the petitioner Shanti Saroop Khindria is a practising advocate and the premises where the unfortunate incident occurred is actually the office of the law firm of Shanti Saroop Khindria. Mr.Mohit Mathur, learned senior advocate submits that in terms of the settlement, Smt.Kajal Tiwari has been given a job in the office at place of Sandeep Tiwari and though it was agreed to pay a sum of Rs.3 lakhs, however, the petitioner Shanti Saroop Khindria out of his own free will has agreed to pay a sum of Rs.6 lakhs in total to Smt.Kajal Tiwari. Mr.Mohit Mathur, learned senior advocate submits that Rs.3 lakhs have already been paid and two demand drafts No.185988 of Rs.2 lakhs and No.185989 in the sum of Rs.1 lakh, both dated 08.05.2023 drawn on Kotak Mahindra Bank, Josola Vihar, Delhi in the name of Kajal Tiwari have been handed over to Kajal Tiwari in court today.
6. Ms.Monika Shahi, learned counsel is appearing for Ms. Kajal Tiwari and submits that the matter has been settled voluntarily without any fear, force or coercion.
7. Ms.Kajal Tiwari w/o late Sh.Sandeep Tiwari is also present in court. She submits that she has no objection if the present petitions are allowed. IO is present in court and has duly identified the parties.
8. Since the parties have settled the matter before Delhi High Court Mediation and Conciliation Centre, FIR No.90/2017 dated 15.05.2017 registered under Section 288/337 IPC at PS Connaught Place. and the proceedings emanating therefrom are quashed and summoning order dated 17.10.2020 passed by the learned M.M.01/PHC/NDD, Patiala House Court Complex, New Delhi in Case No. 1946/2020, titled "*State*

v. Rajni Mishra” arising out of FIR No. 90/2017 registered at Police Station, Connaught Place is also set aside.

9. Both the petitions along with the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

MAY 9, 2023

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