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

+ CRL.M.C. 4902/2022

SMT SATBIR KAUR SANDHU

..... Petitioner

Through: Mr.Sunil Dalal, Sr.Adv. with
Ms.Manisha Saroha and Ms.Pratibha
Varun, Advocates

versus

STATE & ORS.

..... Respondents

Through: Mr.Raghvinder Verma, APP for the
State.
SI Ram Kesh, PS Cannaught Place.
Ms.Payal, Adv. for Respondents no.2
to 5.

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Date of Decision: 16.01.2023

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 for quashing of FIR no.246/2021 under Section 288/304 A IPC , PS Cannaught Place, which was registered on the statement of SI Bhanwar Lal.
2. In the FIR it was alleged that on 19.11.2021, the deceased Vinod Kumar aged 55 years was admitted in RML Hospital in the injured condition. The injured was shifted to AIIMS Trauma Centre on 20.11.2021. Subsequently, injured Vinod Kumar succumbed to the injuries and therefore FIR under Section 288/304A IPC was registered.

The charge-sheet under section 288/304A IPC was filed against the petitioner Ms.Satbir Kaur Sandhu, who is stated to be house-keeping incharge of the employer hospital. Learned senior counsel appearing for the petitioner submits that now parties have entered into a settlement vide MOU dated 02.09.2022. learned senior counsel has taken this court through the terms and conditions of the settlement, which are reproduced as under:

- 1. It has been mutually agreed that the First Party shall have no objection if the FIR No. 246/2021 dated 28.12.2021 registered u/s 288/304-A IPC at PS Connaught Place, New Delhi and all proceedings emanating therefrom are quashed against Ms. Satbir Kaur Sandhu, who is an employee of the Second Party. In this regard, First Party undertakes to cooperate in getting the said FIR quashed from the Hon'ble High Court of Delhi.*
- 2. It has been mutually agreed that the Second Party shall pay the entire remaining Ex-Gratia amount of Rs.4,80,000/- (Rupees Four Lakh Eighty Thousand Only) along with an additional amount of Rs. 4,20,000/- (Rupees Four Lakh Twenty Thousand only) towards compensation, totalling to Rs.9,00,000/- (Rupees Nine Lakh Only) in one go to the First Party at the time of quashing of the said FIR before Hon'ble High Court of Delhi by way of Demand Draft.*
- 3. It has been mutually agreed that the Quashing Petition shall be filed by the Second Party within 30 days from the date of execution of this Memorandum of Understanding.*
- 4. In case the FIR No. 246/2021 dated 28.12. 2021 registered u /s 288/304- A IPC at P .S. Connaught Place, New Delhi is not quashed by the Hon'ble High Court of Delhi due to any reason whatsoever , then the Second Party shall keep on paying the Ex-Gratia amount of Rs. 15,000 /- per month totalling to Rs. 4 ,80,000/- (Rupees Four Lakh Eighty Thousand only) only to the First Party month wise till the date of superannuation , i .e.. till 30.04. 2025 and in that case the additional amount of Rs. 4,20,000/- (Rupees Four Lakh Twenty Thousand only) towards compensation shall not be paid by the Second Party.*

5. That after receiving the entire settlement amount of Rs.9,00,000/- (Rupees Nine Lakh Only) and after quashing of the said FIR, no more grievance would be left of either party against each other. It has been mutually agreed between both the parties that they shall not file any other criminal complaint or legal proceedings against each other in future arising out of the above-mentioned incident.

6. That both parties have consented to this Memorandum of Understanding out of their own sweet will, and without any undue influence, force, coercion, misrepresentation or duress and after going through and understanding the contents of the same in their vernacular language. The parties are bound with the terms and conditions of this Memorandum .

3. Learned Senior counsel submits that in pursuance to the settlement a demand draft Demand Draft no.482806 dated 17.12.2022 in the sum of Rs.Nine lakhs drawn on HDFC Bank, K.G.Marg, New Delhi has been delivered to Smt.Indrawati wife of the deceased.
4. Smt.Indrawati is present in the court along with Ms.Arati, Ms.Sushma Kumari and Mr.Abhishek Kumar. Ms.Arati, Ms.Sushma Kumari are the unmarried daughters and Mr.Abhishek Kumar is the son of deceased Sh.Vinod Kumar. There are also two married daughters namely Smt.Vijay Laxmi and Smt.Bimla Kumar of deceased Sh.Vinod Kumar. Learned senior counsel submits that they have delivered the demand draft of Rs.Nine lakhs in the name of Smt.Indrawati and she may distribute the amount amongst the children as per her own wish. It has been submitted that this amount is in addition to the lifetime pension being by the ESI. The widow Smt.Indrawati and children are present in court and have duly been identified by the IO and counsel appearing for respondents no.2 to 5.

5. I have interacted with the respondents no.2 to 5. They have stated that they have entered into the settlement amicably and voluntarily without any fear, force or coercion.
6. Perusal of the FIR has indicated that the accident had taken place when the deceased fell from the height. The legal heirs of the deceased have not alleged any malafide against the employer or the petitioner. The parties have reached to a settlement. There is nothing to indicate that the settlement has not been reached amicably. The legal heirs of the deceased have been compensated adequately.
7. It has been time and again held 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, the court may while taking into consideration the special facts of a case quash the proceedings.
8. This court considers that in view of the settlement a quietus should be put to the present proceedings. Accordingly, FIR no.246/2021 under Section 288/304 A, PS Connaught Place and the all other proceedings emanating therefrom are quashed.
9. The petition stands disposed of.

DINESH KUMAR SHARMA, J

JANUARY 16, 2023

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