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

+ CRL.M.C. 6674/2022 &CRL.M.A. 25958/2022

WENDYS RESTAURANT THR. ITS GM VNEET SINGH RAWAT

..... Petitioner

Through: Mr. Sitab Ali Chaudhary, Advocate.

versus

STATE GNCT OF DELHI

..... Respondent

Through: Mr. Amit Sahni, APP for the State
with SI Ravi Kumar, PS Kalkaji.

Mr. Gufran Ali, Advocate for
respondent Nos. 2, 3, 5 and 6 with
respondent No. 2 Surya Prakash
through V.C.

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Date of Decision: 07th March, 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 for quashing of FIR No. 0342/2022 dated 14.04.2022 registered under Sections 336/304A at P.S. Kalkaji. The said FIR was lodged on the complaint of the respondent No. 3 – Sunny and as per the same, the victim (since deceased) one Sh. Ved Prakash had expired while carrying out some maintenance work in the outdoor air conditioning unit of the petitioner.

2. Briefly stated that facts as alleged in the FIR are that the complainant who is the cousin of the deceased along with the deceased were learning AC repair work. It has been alleged that the deceased received a complaint to repair the AC on Wendy's Restaurant pursuant to which both left for the same. The AC which was to be repaired was installed at a height on the backside of the Wendy's Restaurant. The petitioner provided him with a movable ladder which was not of sufficient height. It was alleged that the proper security arrangements were not made and when the deceased climbed the ladder for repair of the AC, he fell down due to imbalance and suffered injuries. He was rushed to the hospital, however the injuries proved to be fatal. Based on this the present FIR was lodged against the petitioner. It has been submitted that however, later on, a compromise was entered into between the petitioner and the respondent No. 2 (real brother of deceased) and respondent No.3/complainant (cousin brother of the deceased).
3. On the directions of this Court, vide order dated 12.12.2022, the parents of the deceased were duly impleaded to the present petition. They appeared before this Court on 09.01.2023. However, inadvertently their appearances are left to have been recorded in the said order. It has been submitted that the deceased was an unmarried boy of 19 years of age.
4. Learned counsel for the petitioner submits that the parties resolved all their disputes vide Settlement Deed dated 17.11.2022 on the following terms and conditions:

"1. That it is agreed that the First Party shall pay an amount of Rs.02,00,000/- (Rupees Two Lacs) only to the Second Party before the Hon'ble High Court of Delhi at the time of quashing of the aforesaid FIR bearing No. 342/2022, dated 14/04/2022

registered at Police Satiation Kalkaji, Delhi, under sections 336/304-A of the Indian Penal Code, 1860 and the proceedings thereunder, by way of demand draft/online transfer.

2. *It is agreed amongst the parties that the parties should approach to the Hon'ble High Court of Delhi at New Delhi seeking quashing of the aforesaid FIR bearing No. 342/2022, dated 14/04/2022 registered at Police Satiation Kalkaji, Delhi, under sections 336/304-A of the Indian Penal Code, 1860 and the proceedings thereunder.*

3. *That it is further agreed that both the Second Party and Third Party shall cooperate in getting quashing the aforesaid FIR and shall execute the necessary documents in this regard, as required as per law & rules.*

4. *That neither the Second Party nor the Third Party nor any member of their family have any objection in case, the aforesaid FIR is being quashed by the Hon'ble High Court of Delhi and both the parties i.e. the Second Party and the Third Party as well as their family members shall execute necessary documents in this regard.*

5. *That it is further agreed that neither the Second Party nor the Third Party nor any member of their family have any objection in case, bail is granted to the accused persons in the aforesaid FIR as the both Second Party and Third Party have already compromised the present case/matter and do not want to pursue and/or proceed with the present complaint/FIR in question.*

6. *That it is further agreed that the parties to this compromise deed shall sign, verify, get attested and participate/ appear before the Hon'ble Court of law and to make statement in this regard stated therein that the matter has already been compromised and the aforesaid FIR and the proceeding arising therefrom have been quashed, as agreed.*

7. *That the parties to this deed have signed and put their respective thumb impression by their own free & sweet will but*

surely without any favour, pressure, coercion, fraud, misrepresentation and/or undue influence from anyone including the accused persons and/or anyone from their behalf.

8. *That the contents of this compromised deed have been read over and explain to the parties to this amicable settlement/ compromise deed in their vernacular language (and also in Hindi) and they have been understood the contents of this compromise deed and voluntarily signed and put their thumb impression on it, without any favour, pressure, coercion, fraud misrepresentation and/or undue influence from anyone including the accused persons and/or anyone from their behalf.*

9. *That the parties to this Compromise Deed shall abide by the terms and conditions of this compromise deed in 'letter and spirit'.*

5. Learned counsel submits that with the intervention of the well-wishers, the compensation amount was enhanced to Rs.5 lakhs. Learned counsel submits that out of the total settled amount an amount of Rs. 3 lakhs was transferred online to Account No.50502490424 which is the account of the mother of the deceased/respondent No.6 on 14.02.2023. The remaining amount of Rs. 2 lakhs has also been handed over today by way of a Demand Draft bearing No.011956 dated 23.11.2022 drawn on IDBI Bank in favour of respondent No.2 – Surya Prakash Kahar.

6. The respondent No. 2 has appeared through the video conferencing and is duly represented by his counsel. The respondent No. 2 is identified by the IO present in the Court. Respondent No. 2 states that he has entered into the settlement voluntarily without any force, fear and coercion. He states that in terms of the settlement he has received the entire settled amount. He states that he has no grievance against the petitioner and does not want to pursue the present complaint further. He states that he has no objection if the

present FIR and all consequent proceedings arising therefrom are quashed. An affidavit to the same effect has also been filed along with the present petition on behalf of both the respondent No.2 and respondent No.3/complainant. The IO has submitted that there are no other complaints between the parties.

7. I have considered the submissions.

8. The matter has been amicably settled between the parties vide settlement deed dated 17.11.2022. In terms of the settlement the Respondent No. 2 and 3 have already received the entire settled amount. I consider that continuance of FIR No. 0342/2022 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 arrived between them. I do not see any reason to reject the settlement arrived at between the parties, voluntary out of their free will and without any force, fear or coercion.

9. Taking into account the totality of facts and circumstances of the case, the FIR No. 0342/2022 dated 14.04.2022 registered under Sections 336/304A IPC and all other proceedings emanating therefrom are quashed.

10. Accordingly, the present petition and the pending application is disposed of.

DINESH KUMAR SHARMA, J

MARCH 07, 2023
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