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

+ **W.P.(CRL) 190/2023**

SUNIL GUPTA

.....Petitioner

Through: Counsel for petitioner (appearance
not given) with petitioner.

versus

STATE (NCT OF DELHI), NEW DELHI & ORS.....Respondents

Through: Mr. Rahul Tyagi, ASC for the State
with Mr. Naseem Tabrez, Mr. Saleem
Husain, Mr. Vaibhav Kashyap, Mr.
Ashish Mundhare and Mr. Abhishek
Tomar, Advocates for the State with
SI Ramjee Singh, PS Adarsh Nagar.
Mr. M.K. Rathee, Advocate for R2 &
R3 with R2 & R3.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

28.08.2024

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1. The Writ Petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure (*hereinafter referred to as 'CrPC, 1973'*) has been filed on behalf of the petitioner for quashing of FIR No. 242/2018 for the offence under Section 288/337/304A/34 of the Indian Penal Code (*hereinafter referred to as 'IPC, 1860'*) registered at Police Station Adarsh Nagar.
2. Issue notice.
3. Mr. Rahul Tyagi, learned ASC accepts notice on behalf of the State.



4. Briefly stated the petitioner is a Government Servant, works at Delhi Jal Board. As per the amended memo of parties, the petitioner and the respondent No. 4 are the two accused persons. The petitioner being the landlord and the respondent No. 4 being the contractor. On 15.09.2018, Mr. Satpal, the son of respondent Nos. 2 and 3 while doing the demolition work on the property bearing No. B-19, Tagore Road, Adarsh Nagar, Delhi, died due to mis-happening while performing his duties. The petitioner had given the contract of demolition of the above said property to Mr. Shahnawaz and the deceased was working for Mr. Shahnawaz. The respondent No. 1 is the mother and the respondent No. 2 is the father of the deceased workman.

5. On 15.09.2018, on the complaint of the respondent Nos. 2 and 3, an FIR No. 242/2018 for the offence under Section 288/337/304A/34 of the IPC, has been registered at Police Station Adarsh Nagar. On 20.04.2022, the Charge Sheet was filed against the petitioner. The respondent Nos. 2 and 3 also filed a claim Petition against the petitioner before the Labour Commissioner, Ashok Vihar, Delhi.

6. It has been submitted that on the intervention of the reputed members of the society and family members of both the parties, the matter has been amicably settled vide Compromise Deed dated 03.11.2022 between the petitioner and the respondent Nos. 2 and 3 and the Compromise/Settlement Deed dated 23.08.2024 between the petitioner and the respondent Nos. 2, 3 and 4. As per the terms of the Settlement dated 03.11.2022, it is stated that the petitioner shall pay an amount of 10,00,000/- towards full and final settlement of all the claims of the respondent Nos. 2 and 3, in three instalments, by way of DD/Pay Order. It is also stated that the petitioner shall pay first instalment of Rs. 2,50,000/- to respondent Nos. 2 and 3, by



way of Demand Draft and the second instalment of Rs.2,50,000/- shall be paid to respondent Nos. 2 and 3, by way of demand draft. It is also agreed between the parties that the said demand drafts will be handed over to the respondent Nos. 2 and 3, after withdrawal of the execution/claim petition regarding the above-mentioned award. It is further stated that Rs.3,00,000/- shall be paid in cash at the time of execution of this compromise agreement and the remaining amount of Rs.2,00,000 shall be paid at the time of quashing of the said FIR.

7. It is stated that the matter has been settled on payment of Rs.10,00,000/-, out of which, the petitioner has already paid Rs. 8,00,000/- to the respondent Nos. 2 and 3. The petitioner has paid Rs.5,00,000/- to the respondent Nos. 2 and 3, by way of Demand Draft in November, 2022 and a sum of Rs.3,00,000/- has been paid in cash by the petitioner to the respondent Nos. 2 and 3. Today, two Demand Drafts for a sum Rs. 1,00,000/- each, i.e the balance amount, has been handed over to the respondent Nos. 2 and 3, by the petitioner *vide* Bankers Cheque No. 080381 and 080383, dated 21.08.2024, made in favour of the respondent No. 2, Ms. Somwati and Mr. Naresh, respondent No. 3 respectively, drawn on the State Bank of India and the same has been accepted by the respondent Nos. 2 and 3 and have no objection if the FIR is quashed. The balance amount be deposited in an FDR for five years in the names of Naresh and Somwati (respondent Nos. 3 and 2).

8. A request for quashing of the FIR has been made on account of the Settlement *inter se* the parties. In view of the settlement, the present Petition has been filed. The Compromise Agreement dated 23.8.2024 is filed and taken on record.



9. The parties are present in the Court in person and have been identified by their counsel and Investigating Officer concerned. The parties have endorsed the amicable settlement and accepted the terms thereof voluntarily.

10. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion. Hence, it would be in the interest of justice, to quash the abovementioned FIR and the proceedings pursuant thereto. Moreover, there is no legal impediment in quashing the FIR in question.

11. Accordingly, FIR No. 242/2018 for the offence under Section 288/337/304A/34 of the IPC registered at Police Station Adarsh Nagar and all consequential proceedings emanating therefrom are quashed.

12. The Petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 28, 2024/RS