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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 1584/2024**
SAHIB SINGH BOMRAH @ SAHIB SINGH & ANR.

..... Petitioners

Through: Mr. Dhruv Kapur and Mr. Maharshi
Kaler, Advs.

versus

STATE OF NCT OF DELHI & ANR. Respondents

Through: SI Deepak Tanwar along with SI
Nand Kishore, PS-Delhi Cantt

CORAM:
HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

% **27.02.2024**

CRL.M.A. 6155/2024 (exemption)

- 1 Allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 1584/2024

3. The present petition has been filed seeking quashing of FIR No. 383/2023 u/s 279/338 IPC and 138 MV Act registered with PS-Delhi Cantt, on the ground that parties have arrived at a settlement.
4. Issue notice. Learned APP accepts notice. He submits that since the parties have arrived at a settlement, the State has no objection, in case the FIR is quashed.
5. The petitioner no.1 and 2, as well as respondent no.2 are present in court and they have been identified by their counsel and by the Investigating Officer SI Nand Kishore, PS-Delhi Cantt.



6. The brief facts of the case are that on 21.09.2020, an accident occurred between the parties in which the respondent no.2 suffered simple injuries. This led to the registration of aforesaid FIR at the instance of respondent no.2.

7. During the pendency of the proceedings, the parties were referred to Delhi Mediation Center, Patiala House Courts, New Delhi where they arrived at a settlement, terms whereof have been reduced in writing in the form of a settlement dated 09.06.2023, a copy of which has been annexed as annexure P-5 to the present petition.

8. In the settlement, the parties have agreed that the petitioner shall compensate the respondent no.2 by paying full and final settlement amount of Rs. 2 lakhs. Out of the said amount, a sum of Rs.50,000/- has already been paid at the time of recording of settlement at Delhi Mediation Center.

9. The balance amount of Rs. 1,50,000/- has been paid today by way of following two demand drafts (i) bearing no. 007226 dated 23.02.2024 issued by HDFC Bank, and (ii) bearing no. 974435 dated 22.02.2024 issued by Punjab and Sind Bank.

10. It is also the term of settlement that the respondent no.2 shall cooperate with the petitioner for the quashing of aforesaid FIR.

11. The respondent no.2, who is present in court, on a query posed by the court, affirms the factum of settlement and acknowledges having received the total amount of Rs. 2 lakhs. He further states that he has no objection, incase the FIR is quashed.

12. At this stage, apt would it be to refer to the observations of the Supreme Court in *Gian Singh v. State of Punjab*, (2012) 10 SCC 303: (SCC p. 340, para 58)



“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor.”

13. In view of the settlement between the parties, the ultimate chances of conviction in the case are bleak, therefore, continuation of criminal proceedings will not serve any useful purpose and it will be an exercise in futility.

14. It is, thus, in the interest of justice that the present FIR and all the proceedings emanating therefrom be quashed.

15. Consequently the petition is allowed and the FIR No. 383/2023 u/s 279/338 IPC and 138 MV Act registered with PS-Delhi Cantt along with all other proceedings emanating therefrom, is quashed.

16. The petition stands disposed of in the above terms.

17. Order be uploaded on the website of this court.

VIKAS MAHAJAN, J

FEBRUARY 27, 2024/cd