



\$~29

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

+ **CRL.M.C. 2411/2024**

**KISHOR KUMAR & ORS.**

.....Petitioners

Through: Mr. Naved Azam, Adv. (VC).  
Petitioners in person.

versus

**STATE (GOVT. OF NCT OF DELHI) & ORS.** .....Respondents

Through: Ms. Manjeet Arya, APP for State and  
SI Vijay Chaudhary, PS Sonia Vihar.  
Respondents in person.

**CORAM:**

**HON'BLE MR. JUSTICE DINESH KUMAR SHARMA**

**ORDER**

**16.12.2024**

%

**CRL.M.A. 9291/2024**

1. Exemption allowed, subject to all just exceptions. Application stands disposed of.

**CRL.M.C. 2411/2024**

2. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 302/2019 dated 08.12.2019 under Section 288/337/304A IPC registered at PS Sonia Vihar and all other proceedings emanating therefrom.
3. Briefly stating, the contents of the present FIR are that on 08.12.2019 a wall collapsed during the construction at Surya Farm House, Sonia Vihar, Delhi on respondent no. 2 who received a simple injury, and deceased Arif who was brought dead at the Hospital. Thereafter present



FIR has been registered under section 288/44-A of IPC. Respondent no. 3 to 6 are legal heirs of deceased Arif.

4. After the completion of the investigation, the police officials subsequently added section 337 of IPC and filed the chargesheet before the court u/s 288/337/304-A of IPC against the accused persons, which is pending adjudication before the court of Ld. A.C.M.M.: North-East, Karkardooma courts, Delhi vide bearing No. Cr. Cases 149912022.
5. Learned counsel for the respondents appearing submits that respondents no 3 to 6 are the only legal heirs of the deceased Arif. The parties state that they have settled the matter voluntarily vide the settlement deed dated 26.02.2024 on the following terms and conditions:

*“1. That the first parties have amicably settled the dispute with the second parties regarding the dispute of the above mentioned case.*

*2. That the Sh. Abrar is the injured person and the Mohd. Sadiq, Mohd. Ashik, Mohd Aman and Ms. Tarunnum are the legal heirs of the deceased Arif and no other legal heirs except these person.*

*3. That the second parties shall pay jointly full and final settlement amount of Rs. 4,10,000/- (Rs. Four Lakh and Ten Thousand Only) through demand draft to the first party at the time of hearing of quashing before the Delhi High court.*

*4. That first party namely Sh. Abrar shall receive Rs. 10,000/- (Rs. Ten Thousand Only) and Mo. Sadiq, Mohd. Ashik and Mohd Aman shall receive Rs. 1,15,000/- each (Rupees One Lakh and Fifteen Thousand Only and Ms. Tarunnum Bi Shall receive Rs. 55,000/- (Rupees Fifty Five Thousand Only) through demand draft out of Total amount of Rs. 4,10,000/- (Rs. Four Lakh and Ten Thousand Only)*



*as per their share from the second parties.*

*5. That it has been agreed that the first parties shall co-operate the second parties in all possible manner to get the FIR No.302/2019, P. S. Sonia Vihar quashed from the Hon'ble High Court of Delhi and the first parties shall give their NOC and make the statement before the Hon'ble Court in this respect as and when require.*

*6. That after the amicable settlement with the second party, the first parties does not want to pursue the criminal case bearing FIR No.302/2019 against the second parties anymore.*

*7. That it has been agreed between the parties that the first parties shall not file or pursue any case, claim against the second parties arising out of FIR No.302/2019 or the alleged incident dated 08.12.2019.*

*8. That both the parties have agreed to abide by the terms and conditions of this settlement.*

*9. That both the parties have signed on this MOU with their free will, without any threat, pressure or undue influence from any corner, after understanding the conditions thereof in their vernacular language.”*

6. In terms of the settlement deed, a Demand Draft bearing No. 898715 revalidated dated 12.12.2024 in the name of Mohd. Aman for a sum of Rs. 1,15,000/- drawn from Punjab National Bank, Demand Draft bearing No. 898713 revalidated dated 12.12.2024 in the name of Mohd. Ashik for a sum of Rs. 1,15,000/- drawn from Punjab National Bank, Demand Draft bearing No. 898716 revalidated dated 12.12.2024 in the name of Mohd. Sadiq for a sum of Rs. 1,15,000/- drawn from Punjab National Bank and Demand Draft bearing No. 898714 revalidated dated 12.12.2024 in the name of Tarunum Bi for a sum of Rs. 55,000/-



drawn from Punjab National Bank has been handed over to the respondents. There is no other legal heir of the deceased Arif. Respondents state that they have entered into the settlement voluntarily without any fear, force or coercion and have received the entire settlement amount in terms of the settlement deed.

7. In **Vijay Hans v. State (NCT of Delhi) and Ors.**<sup>1</sup>, the deceased who was working as a helper of the petitioner was injured during an incident and died due to electric shock while fitting a flex board. The petitioner tried hard to save the life of the deceased but could not succeed. In the said case, a co-ordinate bench of this Court quashed the FIR under Section 287/304A of the IPC on the ground that settlement had been arrived at between the parties and in the interest of justice, it was a fit case for exercise of powers under Section 482 of the CrPC. 8.16. In **Ashish Dev v. State and Anr**<sup>2</sup>, the FIR under Sections 288/304A of the IPC was lodged where the deceased was welding the diesel tank at a spot where metro work was going on and due to a sudden thunderstorm and heavy rains, a vertical pump installed with its movable frame which had been installed from the past 18 months suddenly toppled and fell on the deceased. After arriving at a compromise, the parties approached the High Court seeking quashing of the FIR.
8. The High Court is the highest Court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends of

---

<sup>1</sup> 2023 SCC OnLine Del 3127 (dated 12.05.2023)

<sup>2</sup> 2023 SCC OnLine Del 3123 (dated 12.05.2023)



justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

9. Taking into account the totality of facts and circumstances of the case, this Court considers that as the parties have entered into an amicable settlement vide settlement deed dated 26.02.2024, out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
10. In view of the settlement, the FIR No. 302/2019 dated 08.12.2019 under Section 288/337/304A IPC registered at PS Sonia Vihar and all the other proceedings emanating therefrom are quashed.
11. The present petition along with the pending applications, if any, stands disposed of.

**DINESH KUMAR SHARMA, J**

**DECEMBER 16, 2024/AR/HT..**