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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(CRL) 1686/2024**

ARJUN RAI SUD

.....Petitioner

Through: Mr. Manish Kumar Sharma,
Advocate with petitioner in person.

versus

THE STATE OF NCT DELHI & ORS.

.....Respondents

Through: Mr. Rahul Tyagi, ASC, Crl. for State.
Mr. Sourabh Pandey, Advocate for
R-2 & 3 with R-2 & 3 in person.
S.I. Salman Ahmed, PS Hauz Khas,
Delhi.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

12.08.2024

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1. The present Petition under Article 226 of the Constitution of India read with Section 482 of the Code of Criminal Procedure, 1973 (*hereinafter referred to as "Cr.P.C., 1973"*) has been filed on behalf of the petitioner seeking to quash the FIR No. 0503/2023 registered under Sections 279/337 of the Indian Penal Code, 1860 (*hereinafter referred to as "IPC, 1860"*) at Police Station Hauz Khas, Delhi.

2. Brief facts of the case are that the petitioner was driving his vehicle around 05:00 A.M. on 04.12.2023 on Panchsheel Park road going towards IIT gate and suddenly a taxi driver i.e., the respondent No. 3 moved his stationary vehicle to the right and the petitioner who was driving in the right lane had to move the vehicle to the other lane to avoid collision with the Taxi and while doing so, the car of the petitioner hit the back side of the



Taxi being driven by respondent No. 3. Thereafter, a bike i.e., the vehicle of the respondent No. 2 also came from perpendicular side into almost the middle of the road without being cautious which hit the bike as well. The petitioner, while trying his level best to save himself, hit the motorcycle of respondent No. 2.

3. It is submitted that on the complaint of respondent No. 3, an FIR No. 0503/2023 registered under Sections 279/337 of IPC, 1860 at Police Station Hauz Khas, Delhi.

4. It is submitted that with the intervention of the families, friends of the parties, the petitioner and the respondent No. 2 have amicably settled all the disputes between them *vide* Compromise Deed dated 24.02.2024 which *inter alia* states that: -

- (i) That the petitioner shall pay a total sum of Rs. 9,00,000/- towards the full and final settlement of the dispute to the respondent No. 2,
- (ii) That a sum of Rs. 25,000/- has already been paid by the petitioner to the respondent No. 2 *via* UPI on 08.12.2023,
- (iii) That a sum of Rs. 25,000/- has already been paid by the petitioner to the respondent No. 2 *via* Bank Transfer on 04.01.2024,
- (iv) That a sum of Rs. 25,000/- has already been paid by the petitioner to the respondent No. 2 *via* Bank Transfer on 08.01.2024,
- (v) That a sum of Rs. 2,25,000/- has already been paid by the petitioner to the respondent No. 2 *vide* Cheque No. 000331 dated 09.02.2024 on 09.02.2024,
- (vi) That the sum of Rs. 6,00,000/- shall be paid by the petitioner to the respondent No. 2 at the time of quashing of FIR,



(vii) That the respondent No. 2, his successors, his nominees or his legal heirs shall not file or initiate any legal proceeding, whether civil or criminal in nature in any Court/Tribunal/Statutory Bodies in relation to the incident against the petitioner,

(viii) That the respondent No. 2 shall not make any monetary demand or any other demands whatsoever beyond what is stipulated in terms of this Agreement.

5. It is further submitted that with the intervention of the families, friends of the parties, the petitioner and the respondent No. 3 have amicably settled all the disputes between them *vide* Compromise Deed dated 16.03.2024 which *inter alia* states that: -

(i) That the petitioner would pay a total sum of Rs. 1,92,370/- to the respondent No. 3 towards repair of damaged vehicle and the full and final settlement of the dispute *vide* Invoice No. 10/BR/23001439 dated 20.01.2024 and Job Card No. JC23003529 raised by a car repair workshop, namely, Rana Motors Private Limited,

(ii) That the respondent No. 3, his successors, his nominees or his legal heirs shall not file or initiate any legal proceeding, whether civil or criminal in nature in any Court/Tribunal/Statutory Bodies in relation to the incident against the petitioner,

(iii) That the respondent No. 3 shall not make any monetary demand or any other demands whatsoever beyond what is stipulated in terms of this Agreement,

(iv) That the quashing petition of FIR No. 0503/2023 shall be filed by the parties and both the complainants shall not oppose the same.

6. In view of the Compromise Deed dated 24.02.2024 and Compromise



Deed dated 16.03.2024, the present petition has been filed. Status Report dated 10.08.2024 filed by I.O. is taken on record.

7. It was pointed out by the Investigating Officer on the last date of hearing i.e., 08.08.2024 that the identity of the accused was not known. Consequent thereto, the petitioner, who has appeared today admitted that he was driving the said vehicle on the date of incident. He was directed to join the investigations.

8. Pursuant the Order dated 08.08.2024, the Status Report has been filed by the Investigating Officer, wherein it is stated that the petitioner has joined the investigations and a Notice under Section 41A of Cr.P.C., 1973 has been issued and he has been bound.

9. It is also stated that the draft Chargesheet is ready.

10. It has also been pointed that the documents pertaining to the said vehicle of the petitioner have been found to be in order and soon, a Detailed Accident Report (DAR) shall be filed before the MACT Court.

11. It has further pointed out that Rs. 1,00,000/- was spent by the respondent No. 2 on his medical treatment. He was working as a Delivery Agent with Swiggy and was earning about Rs. 25,000/- to 30,000/- per month. Since the date of accident, he has not been able to work and now presently is looking for a job.

12. The petitioner and respondent Nos. 2 and 3 are present before this Court in-person today, and they have been identified by their counsel and Investigating Officer concerned.

13. Considering that the petitioner has already paid a sum of Rs. 3,00,000/-, out of total sum of Rs. 9,00,000/- that was agreed by the petitioner to be paid to the respondent No. 2 which has been acknowledged by the respondent No. 2 who is present in Court, the petitioner is directed to



deposit the balance amount of Rs. 6,00,000/- with the Registry of this Court within two days.

14. It is observed that if there is any shortfall in the agreed amount of Rs. 9,00,000/-, respondent No. 2, after getting the compensation from the MACT Court, may seek the differential amount from this Court. The balance if any, is left shall be later paid to the petitioner.

15. The parties have submitted that all the disputes have been amicably settled *vide* Compromise Deed dated 24.02.2024 and Compromise Deed dated 16.03.2024 and thus, no fruitful purpose will be served in continuing with the FIR.

16. The present petition has been signed by the petitioner and is supported by his affidavit. The parties have endorsed and reaffirmed the terms of the settlement and they also submit that the said settlement has been arrived at between the parties without any pressure and coercion.

17. Today, the respondent Nos. 2 and 3, who are present in Court, state that they have settled all disputes and have no objection if the FIR is quashed.

18. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion and no useful purpose will be served in continuing with the proceedings, rather the same would create further acrimony between them. Hence, it would be in the interest of justice to quash the abovementioned FIR and the proceedings pursuant thereto.

19. Moreover, there is no legal impediment in quashing the FIR in question.

20. Accordingly, FIR bearing No. 0503/2023 registered at Police Station



Hauz Khas, Delhi, for offences punishable under Sections 279/337 of IPC, 1860 and all consequential proceedings emanating therefrom are quashed, subject to petitioner depositing the remaining sum of Rs. 6,00,000/- as detailed above, within two days in the Registry of this Court.

21. The Investigating Officer is directed to submit the DAR in the Court within two weeks. DAR be accepted/filed without the formal Chargesheet, since the FIR stands quashed.

22. The petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 12, 2024

S.Sharma