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

+ CRL.M.C. 5578/2024, CRL.M.A. 21283/2024

SANJAY JAIN

.....Petitioner

Through: Mr. Sanyat Lodha, Ms. Sanjana Saddy, Ms. Surbhi Arora and Ms. Shivani Mehta, Advocates.
SI Sanjeev Jain and Ms. Shivani, P.S. Bharat Nagar.

versus

STATE OF NCT OF DELHI & ANR.

.....Respondents

Through: Mr. Manoj Pant, APP with Mr. Pradeep Walia, Mr. Y.S. Mathur, Ms. Amita Goyal, Ms. Manjul Kumar Tiwari and Mohd. Shahrukh, Advocates.
Mr. Anish Chawla, Advocate for R-2.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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23.07.2024

CRL.M.A. 21284/2024 (exemption)

Exemption granted, subject to just exceptions.

Let requisite compliances be made within 01 week.

The application stands disposed-of.

CRL.M.C. 5578/2024

By way of the present petition filed under section 482 of the Code of Criminal Procedure 1973 ('Cr.P.C.'), the petitioner seeks quashing of case FIR No. 0121/2018 dated 01.04.2018 registered



under sections 287/338 of the Indian Penal Code, 1860 ('IPC') at P.S.: Bharat Nagar, Delhi ('subject FIR').

2. Though the present petition has been filed under the provisions of the Code of Criminal Procedure 1973, in the opinion of this court, on a plain reading of section 531(2)(a) of the Bharatiya Nagarik Suraksha Sanhita 2023 ('BNSS'), proceedings are to be "... ..*disposed of, continued, held or made...* ..." in accordance with the Cr.P.C. *only* in cases where ***such proceedings***, viz. "... ..*any appeal, application, trial, inquiry or investigation...* ...", were already ***pending*** immediately before the date on which the BNSS came into force, *i.e.* 01.07.2024. It appears therefore, that while inserting the repeal and savings provision in section 531 of the BNSS, the intention of Parliament was to not disrupt on-going proceedings by changing the governing law during the pendency of such proceedings.
3. Since the present petition has been *filed after 01.07.2024 and no petition under section 482 Cr.P.C. was pending as of that date*, in the opinion of this court, the present petition ought to have been filed under the BNSS. Be that as it may, in order to obviate any unnecessary delay, the present petition is treated as one under section 528 of the BNSS.
4. It may be observed however, that any objection that may be taken in the above regard, is kept open to be decided subsequently.
5. The petition is premised on Memorandum of Full and Final Settlement dated 11.07.2024 ('MoU'), whereby the petitioner and respondent No.2 have resolved the matter amicably.



6. The genesis of the matter is an incident that is stated to have occurred on 31.03.2018 when respondent No.2 was operating a printing machine while in the employment of the petitioner. The MoU recites that respondent No.2 was an 'ink man' and was therefore not fully adept and trained in operating the printing machine. In the course of the incident, respondent No.2's left hand got crushed while operating the printing machine, which led to him losing 03 fingers of his left hand, including his thumb.
7. The MoU further recites, that as a part of the settlement with respondent No.2, the petitioner has 'paid' to him compensation of Rs.3,00,000/- which has been held in an interest-bearing fixed deposit, alongwith an additional sum of Rs. 30,000/-, under directions of the Commissioner, Workmen's Compensation. In addition, as per the MoU, the petitioner has also paid to respondent No.2 medical expenses in the sum of Rs. 1,53,617/- as well as miscellaneous expenses in the sum of Rs. 3,53,848/- against cash vouchers.
8. Notably the MoU also recites that the petitioner has disbursed to respondent No. 2 'monthly bank transfers from May 2018 to June 2024' in the aggregate sum of Rs. 10,57,033.80.
9. Accordingly, Mr. Lodha submits that respondent No.2 has received a total sum of Rs. 15,64,498/- in consideration of which he has entered into a settlement with the petitioner, and has also agreed to the quashing of the subject FIR and all proceedings emanating therefrom.
10. Mr. Lodha further submits, that since respondent No.2 had been working with the petitioner for many years, the petitioner has retained respondent No. 2 in his employment, even after the accident.



11. Upon being queried by the court, Mr. Lodha very fairly states, that the sum of Rs. 10,57,033/- reflected in the MoU is the money that has been paid to respondent No.2 as part of his salary/compensation for services that respondent No. 2 has continued to render to the petitioner.
12. The petition is supported by affidavits of the petitioner, as well as respondent No. 2, alongwith proofs of their I.D.s.
13. The petitioner and respondent No.2 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
14. Respondent No.2 informs the court, that he has a wife and a 10-year old daughter, who attends school. He states that the doctors have opined that he has suffered permanent disability; and that no further treatment nor any surgery is possible to reconstruct the lost fingers. Respondent No. 2 however confirms that he has entered into the settlement with the petitioner voluntarily and that he continues to be employed at the printing press run by the petitioner.
15. Mr. Manoj Pant, learned APP appearing on behalf of the State confirms, that in view of the voluntary settlement arrived by respondent No. 2 with the petitioner, the State has no objection to the subject FIR being quashed.
16. However, considering the circumstances in which respondent No.2 has suffered permanent disability of losing 03 fingers of his left hand, in the opinion of this court the petitioner must compensate respondent No.2 appropriately. As of now, on the petitioner's own reckoning, he has paid to respondent No. 2, the sum of Rs. 8,37,465/-, including the



compensation payable under the Workmen's Compensation Act. Insofar as the other sum of Rs. 10,57,033/- is concerned, admittedly that is the salary/compensation paid by the petitioner to respondent No. 2 for services rendered between May 2018 to June 2024.

17. In view thereof, the petitioner is directed to pay to respondent No. 2 additional compensation, which this court assesses at Rs. 7,50,000/- (Rs. Seven Lacs Fifty Thousand Only).
18. Subject to the above, in line with the law laid down by the Supreme Court in **Gian Singh vs. State of Punjab & Anr.** reported as (2012) 10 SCC 303, as also in **Narinder Singh & Ors. vs. State of Punjab & Anr.** reported as (2014) 6 SCC 466, FIR No. 0121/2018 dated 01.04.2018 registered under sections 287/338 of the Indian Penal Code, 1860 ('IPC') at P.S.: Bharat Nagar, Delhi is *quashed*; and all proceedings arising therefrom also stand closed.
19. Let the additional compensation of Rs. 7,50,000/- be paid by the petitioner to respondent No. 2 within 06 weeks from today. Let proof of payment of the said sum be placed on record, within 02 weeks thereafter.
20. Also, Mr. Lodha confirms, on instruction of the petitioner who is present in court, that regardless of the payment of the additional compensation of Rs. 7,50,000/-, the petitioner would not terminate the services of respondent No.2 by reason of such payment.
21. The statement made is taken on record.
22. The Registry is directed verify compliance and to re-list the matter in the event of non-compliance of the aforesaid directions.
23. Petition stands disposed-of.



24. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

JULY 23, 2024

V.Rawat