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

+ **CRL.M.C. 5664/2024**

DIVYNASH MISHRA

.....Petitioner

Through: Mr.N.Sagar Varma, Mr.Gaurav Bindal, Ms.Priyanka Verma, Ms.Sanchita Benwal and Ms.Shelly Beniwal, advts.

versus

STATE NCT OF DELHI AND ANR.

.....Respondents

Through: Mr.Digam Singh Dagar, APP for the State.
Mr.Dharmender Kumar, Ms.Kanchan, Mr.Gopal Dass, Mr.Amit Kumar and Mr.Sahil Verma, advts. for R-2 with R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **25.07.2024**

CRL.M.A. 21638/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 5664/2024

Present petition has been filed for quashing of FIR no.105 dated 24.06.2024 under Section 279/337 IPC registered at PS Mourice Nagar and and all the other proceedings emanating therefrom.

The FIR was lodged on the statement of Mr.Ajit Kumar Pandey. The FIR states that the respondent no.2 was going on scooty was hit by the



offending vehicle being driven by the petitioner. FIR also states that the petitioner took the respondent no.2 to the hospital for the treatment.

The parties have reached on the settlement on the following terms and conditions:

- 1) That Second Party do not want to pursue FIR no. 105/24, PS Maurice Nagar in any further manner against the First Party, as both the parties have amicably settled all their disputed with each other.
- 2) That the Second party had agreed that he shall assist the First Party and cooperate in quashing/compounding/dropping the proceedings of above mentioned FIR no. 105/24, PS Maurice Nagar.
- 3) That the Second Party shall present himself before the Hon'ble High Court of Delhi to make his respective statements in regard to the testimony of the present MOU.
- 4) That during the above mentioned incident Second Party had suffered an injury, wherein the first party was not at fault, and the First Party with good intention took the second party to hospital, and harmoniously had agreed to provide monetary help of Rs. 30,000/- via cheque no. 000112, HDFC bank dated 28.06.2024 to the Second Party for the above mentioned unfortunate event.
- 5) That all the complaints, cases, etc. if any, filed by the Second party before any court of law, tribunal, forum, authority etc. or before the police station or in any other department or authority shall be treated as withdrawn as compromised and shall be treated as null and void after quashing the aforesaid FIR.
- 6) That it also decided that First party will pay Rs. 30,000/- to the Second Party during the signing of this MOU.
- 7) That it has also been agreed that Second Party undertake that he shall. Appear, sign, verify file appropriate application, affidavit, and statement before learned Court concerned for quashing of the FIR.
- 8) That if any of the party backs out from the terms and conditions of this compromise deed/MOU, He/She shall be liable for liable Consequences.
- 9) That the parties are executing this deed on their own accord,



free-will, volition, voluntarily, in perfect senses, disposing mind, without any kind of pressure, inducement, coercion compulsion or undue influence from any corner.

10) That the parties have understood, the terms of this MOU and admit the same as correct and bound by the same.”

As per terms of the settlement, the respondent has been paid all the settled amount. Respondent no.2 states he has settled the matters voluntary with his own will, without any fear, force or coercion. The IO has identified the parties.

In view of the settlement between the parties, the FIR no.105/2024 dated 24.06.2024 under Section 279/337 IPC registered at PS Mourice Nagar and all the other proceedings emanating therefrom is quashed.

The petition stands disposed of.

DINESH KUMAR SHARMA, J

JULY 25, 2024

rb/na