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

+ **W.P.(CRL) 3339/2023**

DHEERAJ JAIN

.....Petitioner

Through: Counsel for the petitioner (appearance
not given) with petitioner in person.

versus

STATE OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr. Sanjeev Bhandari, ASC for the
State.
Counsel for Respondent No.
2/complainant with R2 in person.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

ORDER

12.08.2024

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1. The Petition under Article 226 and 227 read with Section 482 of the Code of Criminal Procedure (*hereinafter referred to as 'CrPC, 1973'*) has been filed on behalf of the petitioner for quashing of FIR No. 444/2023 for the offence under Section 304A of the Indian Penal Code (*hereinafter referred to as 'IPC, 1860'*), registered at Police Station Fatehpur Beri.
2. Issue notice.
3. Mr. Sanjeev Bhandari, learned ASC accepts notice on behalf of the State.
4. It is an unfortunate case where 2½ year old child drowned in the swimming pool while respondent Nos. 2 was working at the Farm House. The respondent No. 2 got his son admitted in AIIMS Hospital. During the



treatment, his son died. He asked the landlord many times to install safety measures in the swimming pool but he did not install them and his son died due to lack of safety measures in the swimming pool.

5. On the complaint of the respondent No. 2/complainant, FIR No.444/2023 under Section 304A of the IPC, has been registered at Police Station Fatehpur Beri, New Delhi.

6. It has been submitted that with the intervention of the well-wisher, the matter has been amicably settled between the respondent No.2/complainant and the petitioner. The Memorandum of Understanding (*hereinafter referred to as 'MOU'*) dated 23.10.2023, is already on record. As per the terms of the MOU, the petitioner shall pay a sum of Rs.1,00,000/- and shall provide lifetime employment and insurance to both the respondent Nos. 2 and 3 and shall bear all the incidental expenses, as mentioned in the said MOU.

7. By way of MOU, the petitioner has already paid Rs.1,00,000/-, by way of Demand Draft and undertakes to pay another sum of Rs.2,50,000/- to the respondent No. 2, which shall be put in the FDR, for a period of seven years, though the interest from the said amount, may be withdrawn by the respondent Nos. 2 and 3 quarterly. As per the MOU, the petitioner has also undertaken to provide the life time job to the respondent Nos. 2 and 3 and also insurance and another incidental expenses, as mentioned in the MOU. The compliance of getting the FDR, may be effected within seven days and the copy of the FDR be placed on record.

8. The parties are present in the Court in person and have been identified by their counsel and Investigating Officer concerned. The parties have endorsed the amicable settlement and accepted the terms thereof voluntarily. Respondent No. 3 is not available on account of having delivered a child.



9. Today, the complainant, who is present in Court states that he has received Rs.1,00,000 as compensation due to him. A request for quashing of the FIR has been made on account of the Memorandum of Understanding/Settlement *inter se* the parties. In view of the settlement, the present Petition has been filed.

10. In view of the above facts that the parties have amicably resolved their differences out of their own free will and without any coercion. Hence, it would be in the interest of justice, to quash the abovementioned FIR and the proceedings pursuant thereto. Moreover, there is no legal impediment in quashing the FIR in question. The Petition is supported by the affidavits of both the parties.

11. Accordingly, FIR No. 444/2023 registered at Police Station Fatehpur Beri, New Delhi, for the offence punishable under Section 304A of the IPC and all consequential proceedings emanating therefrom are quashed, subject to payment of additional compensation of Rs.2,50,000/- to the complainant.

12. The Petition stands disposed of.

NEENA BANSAL KRISHNA, J

AUGUST 12, 2024/RS