



\$~96

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

+ **CRL.M.C. 6040/2024, CRL.M.A. 23045/2024**

VIRENDER KUMAR

.....Petitioner

Through: Ms. Ramisha Jain, Ms. Akanksha
Chaudhary, Advs. with petitioner.

versus

STATE (NCT OF DELHI) & ORS.

.....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Ravi Rana, PS Bawana.
Mr. Dhananjay Singh Sehrawat, Mr.
Mukul Yadav, Ms. Sonia Arora,
Advs. With R-2 to 5.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

05.08.2024

%

CRL.M.A. 23046/2024

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

CRL.M.C. 6040/2024

3. The present petition has been filed under Section 528 BNSS filed seeking quashing of case FIR No. 185/2019 under Section 285/304-A IPC dated 24.04.2019 registered at PS Bawana and the proceedings emanating therefrom.
4. Facts in brief are that the FIR was lodged on the statement of Shivam Kumar S/o Naseev Chandra regarding an explosion in the factory on



account of which Subhash Singh died.

5. The petitioner, who is the occupier of the premises at M/s Amba Accessories in Bawana Industrial Estate, Delhi, is involved in a case where an explosion occurred due to a leak in LPG pipeline near a boiler machine. This incident led to the death of Subhash Singh. The FIR filed under Sections 285/304-A of the Indian Penal Code alleges negligence on the part of the petitioner, claiming that the explosion was caused by a leak in the LPG pipeline, which the petitioner failed to repair despite warnings. Petitioner was arrested on 26.04.2019. however, he was released on the same date in the light of offence being bailable in nature. The petitioner disputes the allegations, claiming that the FIR's narrative is not entirely accurate. It is also noted that the forensic examination was conducted much later after the incident, which could impact the findings.
6. Learned counsel submits that the deceased namely Subhash Singh was unmarried and was living with his parents.
7. However, now the parties have reached on a settlement vide Memorandum of Understanding (MOU) dated 29.07.2024 on the following terms and conditions:

“i. That the First Party has agreed to pay to legal heirs of the deceased, a total amount of INR 9,00,000/- (Indian Rupees Nine Lakhs Only) out of which an amount of INR 7,60,000/- (Indian Rupees Seven Lakhs Sixty Thousand Only) was paid by the First Party to the legal heirs of the deceased i.e. Third, Fourth and Fifth Party and the First Party has undertaken to handover to the legal heirs of the deceased the remaining amount INR 1,40,000/- (Indian Rupees One Lakh Forty Thousand Only) before the Hon'ble High Court of Delhi at the time of Quashing Petition for



quashing of FIR No. 185/2019 registered at PS Bawana to be filed by the First Party before the Hon'ble Delhi High Court.

ii. The Second Party and the legal heirs of the deceased have agreed not to pursue the complaint filed by the Second Party against the First Party in respect of FIR No. 185/2019 registered under Sections 285/304-A of the Indian Penal Code at P.S. Bawana, against the First Party.

iii. That the First Party shall be at liberty to move the Hon'ble High Court of Delhi after the signing of this Memorandum of Understanding by filing a petition under section 482 CrPC seeking quashing of FIR No. 185/2019 registered under Sections 285/304-A of the Indian Penal Code at P.S. Bawana on the basis of this Memorandum of Understanding, during the hearing of the Quashing Petition/on the quashing of the said FIR, the First Party shall handover to the Second Party and the legal heirs of the deceased i.e. Third Party, Fourth Party, and Fifth Party, the demand drafts for the remaining amounts payable, respectively, and if the Hon'ble Court accepts this voluntary and bonafide compromise between the parties and the FIR in question is quashed as a result thereof, the matter pending between the parties shall stand settled. The parties have agreed to give the necessary Undertaking before the Hon'ble High Court of Delhi to abide by the terms and conditions of this Memorandum of Understanding.

iv. That it is made clear that the parties have entered into this Memorandum of Understanding voluntarily keeping in view their larger interests and the parties are fully bound by the terms of this Memorandum of Understanding in true spirit of a voluntary resolution of the dispute.

v. That the Second Party and the legal heirs of the deceased have no objection to quashing of the said FIR.”

8. It has been submitted that the parents of the deceased namely Sh.



Rambhajan and Smt. Fulmati are also getting pension from Employees State Insurance Corporation, Ministry of Labour & Employment, Govt. Of India.

9. Today Demand Draft bearing No. 002883 dated 01.08.2024 for Rs. 75,000/-(Rupees Seventy Five Thousand Only) in the name of Fulmati drawn from HDFC Bank and demand draft bearing No. 002882 dated 01.08.2024 for Rs. 75,000/- (Rupees Seventy Five Thousand Only) in the name of Rambhajan drawn from HDFC Bank has been handed over to the parents of deceased in the court today.
10. IO has identified the appearance of the parents of the deceased. IO states that as per his enquiry respondents have entered into the Memorandum of Understanding voluntarily without any fear, force or coercion.
11. In view of the Memorandum of Understanding entered into between the parties, the FIR No. 185/2019 under Section 285/304-A IPC dated 24.04.2019 registered at PS Bawana and the proceedings emanating therefrom are quashed.
12. The petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

AUGUST 5, 2024/AR..