



\$~31

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

+ CRL.M.C. 6134/2024

MANOJ KUMAR TAYAL & ORS.

.....Petitioners

Through: Mr. Vipin Rana with petitioners no.1
to 7.

versus

THE STATE GOVT OF NCT OF DELHI & ORS.Respondents

Through: Ms. Kiran Bairwa, APP for State
Ms. Ritu, Mr. Vinay Panwar for R-2
(through VC) & 3 in person.
SI Anil Kumar, PS GTB Enclave.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

%

10.12.2024

1. The present petition has been filed for quashing of FIR No.460/2016 registered at PS GTB Enclave U/s 288/304A of IPC and all other proceedings emanating therefrom on the basis of settlement.
2. Briefly stating, on 25.12.2016, at a construction site in Jhilmil Industrial Area, Delhi, the complainant/Respondent No.2 and a labourer named Minhaz were working as mason and were digging a basement. Around 5 PM, a large heap of soil collapsed onto Minhaz. After 15-20 minutes of rescue efforts, Respondent No.2 got him out but found him unconscious. They informed Petitioner No.2 (Pankaj Gupta), who sent a car with two people. They transported Minhaz to GTB Hospital, where doctors declared him dead. On 25/12/2016, Respondent No. 2/Complainant gave a written complaint against



Petitioner No.2 herein about the incident and FIR NO. 460/2016 U/s 288/304A IPC got registered at PS GTB Enclave, Delhi.

3. Learned counsel for the petitioner submits that the charge sheet was filed in FIR No.460/2016 U/s 288/304A/34 IPC against the Petitioners on 10.08.2019 wherein Petitioner No. 1, 2, 3, 4 were placed in Column No. 11, and Petitioners No. 5, 6 & 7 were placed in Column No.12 of Charge-sheet.
4. Learned counsel for the parties submit that the matter got settled/compromised amicably between the Petitioners and Respondent No. 2/Complainant & Respondent No.3 (LR/Wife of Deceased/Victim) and Petitioners have further paid compensation of Rs 1,00,000/- cash to the Respondent No.3 (LR/Wife of Deceased/Victim). Hence, total compensation for Rs. 5,00,000/- was paid to Respondent No.3 (LR/Wife of Deceased/victim) in cash as she does not have any bank account and the matter got settled amicably vide Settlement and Compromise Deed dated 30.07.2024.
5. Respondent no.3, widow of the deceased, states that she has entered into a settlement voluntarily at her own free will on her behalf as well as on behalf of her minor son, namely, Waris, with the petitioners. Respondent No. 3 states that except for herself and her minor son, there is no other legal heir of the deceased Minhaz. Respondent No. 3 also states that the parents of the deceased had pre-deceased him.
6. The parties have entered into the settlement on the following terms & conditions:-

“1.That First Party undertakes and agreed to withdraw in the Present Case FIR No. 460/2016, U/s 288/304A IPC &t



PS GTB Enclave and the case is pending for adjudication Vide Case No. CR Case/7218/2019 in the Hon'ble Court of Ms. Sanghmitra, Ld. Judicial Magistrate First Class (Shahdara) District, Karkardooma District Courts, Delhi.

2.That both the Parties upon satisfaction of aforementioned terms shall have no further claims whatsoever against each other from this day onwards and terms of the aforementioned deed are binding on them.

3.That in view of the settlement the parties and their family agree that there shall be no further claims against each other or scope or litigation both civil or criminal anywhere or in any part of India in present or in future,

4.That both the Parties undertake to abide by the terms & Condition of this compromise and settlement deed. Both the Parties further undertake that they will not violate the conditions of the compromise and settlement deed executed by them and will not revoke their stand stated in the compromise and settlement deed and both the Parties agree that they will not revive any cases which they have agreed to withdraw.

5.That both the Parties further aver that the aforesaid statements and contents are true to their knowledge and nothing material is concealed there from and there is no collusion whatsoever between the parties and the present compromise is executed with free will and consent of Parties and without any coercion, undue duress, influence or threat from any body and without being influenced by each other.”

7. The amount mentioned in the settlement has duly been paid. The complainant/respondent no.2 states that she has received the same in terms of the order dated 08.08.2024. The petitioners have further handed over an FDR of Rs.5 lacs in the name of Waris, son of the deceased. The respondent no.3 also states that she has entered into the settlement voluntarily. IO identify the parties.
8. The High Court is the highest Court of the State and is conferred with



the power of control and superintendence over all courts subordinate to it. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non-compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. In the case of **The State of Madhya Pradesh v. Laxmi Narayan & Ors.** AIR 2019 SC 1296, the Apex Court *inter-alia* held that the powers under Section 482 Cr.P.C. should be exercised sparingly and with caution, to secure ends of justice and to prevent the abuse of process of court.

9. Taking into account the totality of facts and circumstances of the case, this Court considers that the parties have entered into an amicable settlement dated 30.07.2024 out of their own free will, without any fear, force or coercion and they should be given an opportunity to lead their lives peacefully. No purpose will be served in continuing with the trial.
10. In view of the above, FIR No.460/2016 registered at PS GTB Enclave for the offences punishable under section 288/304A of IPC and all consequential proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

DECEMBER 10, 2024

‘pp’/HT