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

+ **CRL.M.C. 6409/2024, CRL.M.A. 28655/2024**

MOHD SARBER ANRS

.....Petitioners

Through: Mr. Nazim Uddin Ahmad, Mr. M.A.
Jamal, Advs. with petitioners

versus

THE STATE NCT OF DELHI AND ANR

.....Respondents

Through: Ms. Kiran Bairwa, APP for the State
with SI Anil Kumar, PS Jamia Nagar
Ms. Tanveer Khan, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.09.2024

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CRL.M.A. 24498/2024

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

CRL.M.C. 6409/2024

3. The present petition has been filed under Section 482 Cr.P.C. seeking quashing of case FIR No. 511/2023 dated 08.11.2023, under Section 288/337/304A IPC registered at PS Jamia Nagar, Delhi.
4. The present FIR was filed on the complaint of Md. Ansar, also the deceased herein. The facts as briefly stated are that the complainant worked as a wage labour and while at work he was cleaning cement during which the fatal incident happened. It is stated that one tin sheet that was meant for protecting the cement mixture, sand and water, had



fell on the complainant. It is also stated that since no safety equipment like helmets, were provided to the workers, the complainant suffered severe injuries. Furthermore, on 08.11.2023 the complainant succumbed to his injuries.

5. Learned counsel for the petitioner states that during the course of investigation, the parties have settled the dispute. Now the parties have settled the matter vide Settlement Agreement dated 08.08.2024 on the following terms and conditions:

“WHEREAS the second party in the agreement has brought the complainant/deceased from his nearby village and kept with him, fed him and provided the employment, party in the second part has very kind to the complainant whenever complainant/deceased was in need provided necessary monetary support, even during the time of accident party in second part has extended all necessary support (physical. Monitory and medical).

WHEREAS, the complainant had filed a criminal complaint against the Party in second part at the Police Station Jamia Nagar, District South East, Delhi, and an FIR No.511 of 2023 was registered against the Party in second part on 8/11/2023 against the commission of an offence under section 288/337/ Proposed Section 304A of the Indian Penal Code, 1860 (the "Incident"); and it is also apposite to mention that Victim md Ansar went to Zaidi Villa to collect some construction goods, wherein he fell down. It is further reiterate that there was no construction was going on at H No. 276/2 TTI. Road Jamia Nagar, New Delhi. Wrongly the address H No. 276/2 TTI. Road Jamia Nagar, New Delhi was mentioned in the FIR bearing No.511/2023 at P.S. Jamia Nagar.

WHEREAS, the wife and legal heir of Complainant and the Party in second part agreed to settle the matter and avoid any further litigation amicably and without any duress,



coercion, undue influence or pressure of any kind whatsoever.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, the Complainant and the Accused (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

DISMISSAL OF PENDING LITIGATION. Within six months from the date of this Agreement, the Complainant agrees to dismiss or effect dismissal of any claims existing or pending in any jurisdiction relating to the Incident, including any criminal proceeding emanating from FIR No.511 of 2023 and the complainant filed on 8.11.2023 in Jmaia Nagar Police Station (the "Pending Litigation").

WAIVER OF FUTURE RIGHTS.

The Complainant/ First Party hereby irrevocably releases and forever discharges the party in second part from any future liability both civil and criminal arising from the incident.

The Complainant hereby irrevocably and forever waives all rights it may have arising under the law with respect to the Pending Litigation and the above release.

The Parties agree and acknowledge that A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MAY HAVE MATERIALLY

AFFECTED HIS DECISION TO SETTLE.

The wife of Complainant/ first party agrees not to sue the Accused/ second party in future regarding the Incident. However, an exception that allows the Complainant to sue if



something else comes to light.

SETTLEMENT AMOUNT. In consideration for this settlement and release, the accused/ second party agrees seek forgiveness and for payment of Rs. 9,00,000/- (Rupees Nine Lakhs only) lakhs as declaration of good faith to the Complainant as full final settlement. In return the Complainant/ first party agrees to cooperate with the Accused in getting the said FIR quashed by filing a petition before the Hon'ble High Court of Delhi, subject to the terms and conditions of this Agreement. That the accused agreed not to use the content of the agreement against the complainant, in any manner for this incident.

That the accused has already paid an amount of Rs. 6,37,000/- (Rupees Six lakhs Thirty seven thousand only) to the wife of complainant/first party and remaining amount of Rs. 263,000/- (Rupees Two lakhs Sixty Three Thousand only) shall be paid at the time of quashing of the FIR bearing No. 511/2023, PS Jamia Nagar,

TIME IS OF THE ESSENCE. The Parties agree and acknowledge that time is of the essence with regard to the Settlement.

NO MODIFICATION UNLESS IN WRITING. No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

FULL INTEGRATION. This Settlement Agreement supersedes any prior agreements, understandings, or negotiations, whether written or oral.

FURTHER ASSURANCES. The Parties shall make any further assurances as may be necessary to implement and carry out the intent of this Agreement.

VENUE. This Settlement Agreement and the interpretation of the terms herein shall be governed by and construed in accordance with the laws of the State of Delhi in particular



and India in general. The Parties irrevocably submit to the exclusive jurisdiction of the courts located in South East District of Delhi.

IN WITNESS WHEREOF, each of the Parties has executed this Settlement Agreement, both Parties by self, as of the day and year set forth below.”

6. Both the parties are present in court and have been duly identified by the IO. Respondent no.2 states that she has entered into the settlement out of her own free will, without any force or coercion.
7. As per settlement, Demand Draft bearing No. 325701 dated 09.08.2024 in the name of Anjari Khatun of Rupees One Lakh Sixty Three Thousand only drawn from Union Bank of India and Demand Draft bearing No. 325751 dated 09.08.2024 in the name of Anjari Khatun of Rupees One Lakh only drawn from Union Bank of India has been handed over to respondent No.2 in the Court today. Respondent No.2 has also stated that she has received the complete settlement amount from petitioner.
8. 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 Supreme 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. Furthermore, in cases of *Sawhney Buildwell LLP v. State of NCT of*



Delhi and Ors. 2022 SCC OnLine Del 3187, *Vijay Hans v. State (NCT of Delhi) and Ors.* 2023 SCC OnLine Del 3127 and in *Ashish Dev v. State and Anr.* 2023 SCC OnLine Del 3123, the court had quashed the FIR under Section 304A, pursuant to an amicable settlement between the parties.

10. Taking into account the totality of facts and circumstances of the case, this court considers that the parties have entered into an amicable settlement 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.
11. In these facts and circumstances, the present FIR bearing No. 511/2023 dated 08.11.2023, under Section 288/337/304A IPC registered at PS Jamia Nagar, Delhi and all other proceedings emanating therefrom, are hereby quashed.
12. In view of the above, the present petition along with pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 23, 2024/AR/KR..