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

+ **W.P.(CRL) 3674/2023**

DIVIJ ATTREY

..... Petitioner

Through: Mr. Aadesh Panjabi with Ms. Chetna Mourya, Advocates along with petitioner in person.

versus

STATE & ANR.

..... Respondents

Through: Mr. Anand V. Khatri, ASC for State with SI Raj Dev, P.S. C.R. Park & SI Sukh Lal, P.S. Hauz Khas.
Mr. Shubham Aggarwal, Advocate for R-2 with respondent no.2 in person.

CORAM:

HON'BLE MS. JUSTICE SWARANA KANTA SHARMA

ORDER

08.02.2024

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1. The instant petition under Section 482 of the Code of Criminal Procedure, 1973 read with Article 226 of Constitution of India has been filed on behalf of petitioner seeking quashing of FIR bearing no.06/2019, registered at Police Station C.R. Park, South-East District, New Delhi for the offences punishable under Sections 279/338 of IPC, 1860 and all consequential proceedings emanating therefrom.

2. Petitioners are present before this Court and have been identified by his counsel Mr. Aadesh Punjabi and Investigating Officer (IO) SI Raj Dev from Police Station C.R. Park, South-East District, New Delhi.



3. The brief facts of the present case are that on 05.07.2018 respondent no.2 was hit by the petitioner vehicle bearing car no.DL-12CJ-8776 and respondent no.2 was on his cycle and crossing Savitri Fly Over U-Turn at 8:25 am. After the accident, petitioner immediately stopped his vehicle and offered treatment to respondent no.2 in private hospital which was refused by respondent no.2 as he wanted to get treatment in a Government hospital meanwhile police came at the spot and took respondent no.2 to AIIMS Trauma Centre. The abovesaid FIR was registered and charge-sheet under Section 173 Cr.P.C. has been filed by the IO. The respondent no.2 was arrested on 20.03.2019 and was released on bail by the IO on the same date. However, during the pendency of the abovesaid case, both the parties have amicably settled all their disputes *vide* Memorandum of Understanding dated 24.11.2023.

4. On a query made by this Court, respondent no.2 who has been identified by the IO, has categorically stated that he has entered into Memorandum of Understanding dated 24.11.2023 out of his own free will, volition and without any coercion, pressure or threat and have no objection, if the FIR is quashed.

5. It is submitted that respondent no.2 has settled all his claims in respect of medical treatment of injuries suffered from accident.

6. The petitioner had paid a sum of Rs.50,000/- in two installments in the following manner:

- a. First installment of Rs.25,000/- paid to respondent no.2 at the time of executing the Memorandum of Understanding dated 24.11.2023.
- b. Second installment of Rs. Rs.25,000/- paid to respondent no.2 at the time of quashing of FIR.

7. Today, the respondent no.2, who is present in Court states that he has



received the last and final instalment of Rs.25,000/- in cash today and has no objection, if the FIR is quashed.

8. In view of the above facts that the parties have amicably resolved their differences out of their own free will, and without any coercion, no useful purpose will be served by continuing the proceedings, rather the same would create further acrimony between them. It would thus be in interest of justice to quash the above mentioned FIR and the proceedings pursuant thereto. There is no legal impediment in quashing the FIR in question.

9. Accordingly, FIR bearing no.06/2019, registered at Police Station C.R. Park, South-East District, New Delhi for the offences punishable under Sections 279/338 of IPC and all consequential proceedings emanating therefrom are quashed.

10. In view of the above, the present petition stands disposed of.

11. The order be uploaded on the website forthwith.

SWARANA KANTA SHARMA, J

FEBRUARY 8, 2024/hs

Click here to check corrigendum, if any