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

+ **W.P.(CRL) 2578/2024**

GUNWANT SINGH & ORS.

.....Petitioners

Through: Mr. Mohit Mathur, Sr. Adv., Mr.
Raghav Mendiratta, Mr. Saksham,
Mr. Vignesh, Adv.

versus

STATE NCT OF DELHI AND ORS

.....Respondents

Through: Ms. Nandita Rao, ASC for the State
along with Mr. Amit Peshwani, Adv.
Mr. Yash Kadyan, Mr. Anil Pratham,
Adv. for R-2&3

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

23.09.2024

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1. The present petition has been filed under Article 226 of the Constitution of India r/w Section 528 BNSS seeking quashing of case FIR No. 339/2023 dated 06.08.2023 registered under Section 285/304A IPC registered at PS Fatehpur Beri, Delhi.
2. The briefly stated facts are that, on 28.07.2023 a fire broke out in the warehouse owned by the petitioners and the said incident was reported at PS. Fatehpur Beri. It was stated that there was no causality but while clearing the debris, burnt flesh was found. During investigation it was found out that the flesh and bones found at the place of incidence belonged to one Farman @ Arman, the deceased, son of respondent



no.2 & 3 herein.

3. Learned counsel for the petitioner states that during the course of investigation, the parties have settled the matter. Now the parties have reached on a settlement vide settlement agreement dated 23.08.2024 on the following terms and conditions:

“(i) That the First Party shall now pay a total sum of Rs. 11,00,000/- via Demand Draft(s) in favour of Second Party to the Second Party at the time of quashing of the aforesaid FIR bearing No. 339/2023 dated 06.08.2023 registered with Police Station Fatehpur Beri was registered under section 285/304A of the Indian Penal Code.

(ii) That the Second Party after receiving the said amount undertakes that there will be no future claim qua the First Party in relation to the incident dated 28.07.2023 which culminated into FIR bearing No. 339/2023 dated 06.08.2023 registered with Police Station Fatehpur Beri was registered under section 285/304A of the Indian Penal Code.

(iii) That the Second Party further undertakes to not file any claim/complaint/civil case/criminal case before any court of law.

(iv) That the First Party has handed over a sum of Rs. 10,000/- by way of cash in lieu of travel expenses incurred by Second Party for commuting from Faizabad, Uttar Pradesh to New Delhi, today and towards travel expenses which will be incurred on the next date of hearing before the Hon'ble Delhi High Court.

(v) It has been agreed and undertaken by the Second Party that they have No-Objection for quashing of the said FIR against the First Party.

(vi) It has been agreed between the parties that the Second Party undertakes to appear before the Hon'ble Court at the



time of quashing of the above said FIR No. 339/2023 on the next date of hearing i.e. 23.09.2024.

(vii) The present Settlement Agreement has been read over and explained to the both the parties in their Vernacular language and they have understood the same.

(viii) It is expressly agreed and confirmed that the Second Party tendered affidavit dated 03.06.2024, which is already on record and the present settlement agreement has been arrived out of their free will, and that there is no coercion, force, fraud or undue influence from anybody.

(ix) The parties shall not initiate any legal proceedings whatsoever against each other in regard to present dispute in future.

(x) That the Parties undertake that they are bound by this Settlement Agreement and further undertake to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.

(xi) By signing this Settlement Agreement the parties hereto state that they have no further claims or demands against each other in future.”

4. Demand Draft bearing No. 008547 dated 22.08.2024 in the name of Sahrul Nisha for a sum of Rs. Four Lakhs only drawn from HDFC Bank, Demand Draft bearing No. 008548 dated 22.08.2024 in the name of Mumtaj Ali for a sum of Rs. Four Lakhs only drawn from HDFC Bank, Demand Draft bearing No. 008584 dated 21.09.2024 in the name of Mumtaj Ali for a sum of Rs. One Lakh Fifty Thousand only drawn from HDFC Bank and Demand Draft bearing No. 008585 dated 21.09.2024 in the name of Sahrul Nisha for a sum of Rs. One Lakh Fifty Thousand only drawn from HDFC Bank has been handed over to



the respondents in the court today.

5. All parties are present in court today and have been duly identified by the IO. The respondents state that they have entered into an amicable settlement out of their own free will, without any fear, force or coercion and have no objection to quashing of the present FIR.
6. 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.
7. 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 as and no negligence could be attributed to any person.
8. 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.
9. In view of the above, FIR No. 339/2023 registered under Section



285/304A IPC at PS Fatehpur Beri and all the other proceedings emanating therefrom are quashed.

10. The present petition along with all the pending applications stands disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 23, 2024/AR/KR..