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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **CRL.M.C. 7082/2024**
M/S IRSHAD ENGINEERING THROUGH ITS PROPRIETOR
ABDUL HAMIDPetitioner

Through: Mr. Pujari Kr. Singh, Mr. Inder S.
Singhal, Mr. R.P. Singhal, Mr. Amit
Kumar, Advs. with petitioner.

versus

THE STATE GOVT NCT OF DELHI & ANR.Respondents
Through: Ms. Kiran Bairwa, APP for State with
SI Braham Prakash, PS Sultan Puri
with respondent No.2

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER
25.10.2024

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CRL.M.A. 27037/2024 (exemption)

Exemption is allowed subject to all just exceptions.

CRL.M.C. 7082/2024

1. The present petition has been filed seeking quashing of FIR No. 335/2017 under Section 287/338 PS Sultanpuri on the basis of settlement. The chargesheet has already been filed.
2. Brief facts of the case are that Respondent no. 2/complaint during his course of employment with the petitioner herein, suffered an injury while operating a power press machine. He was immediately rushed to the hospital, and on his statement, the FIR no. 335/2017 u/s 287/338 IPC at PS Sultan Puri was registered.
3. Learned Counsel for the petitioner submits that during the pendency



of the proceedings, both the parties amicably settled all the issues by settlement agreement dated 23.07.2024 on the following terms and conditions;

1. That the Parties with their mutual consent and free will, without any pressure, force, coercion or undue influence from any side have amicably decided to resolve all their inter-se, disputes. The parties have accordingly entered into the present Settlement on the following agreed terms and conditions.

2. That the First Party has agreed to pay a total sum of Rs.5,00,000/- (Rupees Five Lakhs Only) to the Second Party towards the full and final settlement of all its claims, entitlements etc. against the First party.

3. That out of the said agreed amount of Rs. 5,00,000/- (Rupees Five Lakhs Only), the First Party shall pay an amount of Rs.4,00,000/- (Rupees Four lakh Only) to the Second Party by way of the Demand Draft at the time of recording of the statement of the parties in the FAO No. 212/2018 before the Hon'ble Court for disposal of the same being settled, in view of the present settlement agreement.

4. That the balance of the agreed amount of Rs. 1,00,000/- (Rupees One Lakh Only) shall be paid by the First Party at time of quashing/ compounding of FIR No.335/2017 before the Hon'ble Court by way of the Demand Draft and the Second Party will not raise any objection to compounding/quashing of FIR No. 335/2017 and the Second Party will cooperate in the same and will give necessary NOC and statement before the Hon'ble Court.

5. That it has been mutually agreed between the parties that after disposal of the FAO No. 212/2018, the amount which had been deposited by the First Party in compliance of the order dated 10.05.2018 passed in FAO No. 212/2018, which is lying deposited in the fixed deposit receipt bearing FDR No. 534837 dated 11.05.2018 shall be got released by the First Party in its favour, along with the interest accrued thereon. The Second Party shall not have any objection to the release of the same and the Second Party shall also not have any claim on the same.



- 6. That it has been agreed between the parties that all the complaints/cases pending, if any, between the parties against each other shall be withdrawn and no further complaint shall be filed against each other in future pertaining to the present matter.*
- 7. That it has been agreed between the parties that after receipt of the entire agreed amount of Rs. 5,00,000/-, the parties hereto shall be left with no dispute/grudge/claim of any nature against each other pertaining to the present matter.*
- 8. That the present Settlement is irrevocable and violation of any of the terms of this Settlement shall be deemed to be contempt of the Hon'ble High Court.*
- 9. That the parties to this Settlement Agreement have arrived at this Settlement Agreement without any pressure, force, undue influence etc. and the same has been executed out of their free will and consent.*
- 10. That the contents of this Settlement Agreement have been read and explained to both the parties in their Vernacular (Hindi) and they have understood the same.*
- 11. That the parties shall undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and shall not in any manner be rescind, breach, withdraw or will dispute the same hereinafter in future in any manner whatsoever.*
- 12. By signing the present settlement agreement, the parties hereto state that they have no further claim or demands against each other, with respect to each other and all the disputes and differences have been amicably settled by the parties hereto through the process of mediation.*
4. 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. Besides Articles 226 and 227, Section 482 CrPC also acknowledges the inherent power of the high court to secure the ends



of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

5. It has repeatedly been held by the Courts that if the dispute is private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.
6. I have interacted with the complainant. He is present in court and has duly been identified by the IO. He states pursuant to the settlement, demand draft bearing No.179966 dated 03.08.2024 drawn on Punjab National Bank for the sum of Rs.1,00,000/- has been handed over to him today. Respondent No.2 further states that he has entered into settlement amicably and voluntarily without any fear, force and coercion. A 'No objection certificate cum affidavit' has also been placed on record wherein he has stated that he has no objection if the present FIR is quashed.
7. Taking into account the totality of facts and circumstances, the case FIR No. 335/2017 under Section 287/338 registered at PS Sultanpuri is quashed and all the proceedings emanating therefrom are quashed.

DINESH KUMAR SHARMA, J

OCTOBER 25, 2024

Pallavi/smg