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

+ **CRL.M.C. 7581/2024**

**M/S SANDHA GLOBAL INFORMATION TECHNOLOGY PVT
LTD & ANR.Petitioner**

Through: **Mr. Rishab Rajjain, Adv.**

versus

STATE GOVT. OF NCT OF DELHI AND ORS.Respondents

Through: **Mr. Pradeep Gahalot, APP for State
with SI Baleshwar Rana, PS
Najafgarh
Mr. Mohit Kumar, Adv. for R-2&5**

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

25.10.2024

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1. The present petition has been filed seeking quashing of FIR No. 211/2024 registered at PS Najafgarh, under Sections 287/125(a) of BNS.
2. Brief facts of the case are that an Annual Maintenance Contract for maintaining the electricity distribution network in Najafgarh, New Delhi, was awarded to Petitioner No. 1 by Petitioner No. 2. Petitioner No. 1 was responsible for overseeing the maintenance of the 66KV feeder running from Najafgarh to Nangloi CKT. The alleged incident took place on 13.07.2024, when Late Shri Hemant Yadav, a police official, was investigating a theft case. While on the roof of a bathroom built on an illegally extended terrace, he attempted to take a phone call and accidentally came into contact with the 66KV feeder,



leading to electrocution. He was rushed to the hospital, where he unfortunately passed away. Subsequently, based on a statement from Head Constable Mr. Anil, who was accompanying the victim, the present FIR was registered .

3. Learned counsel for the petitioner company submits that during the pendency of the matter, the dispute has been resolved between the parties. It has been submitted that parties entered into a compromise deed dated 03.09.2024 on the following terms and conditions;

1.The Party of the First Part has paid a voluntary compensation amount of Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only) to Mrs. Nidhi Kumari (wife of the late Sh. Hemant Yadav) at the specific request and with the consent of the other parties of the Second Part, and on their behalf, as under:-

(a) Rs. 25,00,000/- (Rupees Twenty-Five Lakhs Only), by way of Cheque having Cheque No.121974, dated 0309.2024, drawn on Axis Bank, Rosewood City Branch, Gurugram, Haryana, in favour of to Ms. Nidhi Kumari.

2. It is agreed between the Parties that the above payment is a voluntary compensation amount and is paid by the Party of the First Part:-

(a) In good faith and without prejudice to its rights and contentions as available in law,

(b) Without admitting to the allegations made in the FIR,

(c) In the discharge of its social responsibility and purely on humanitarian grounds,

(d) Towards securing the interest of the family members of the Party of the Second Part, and

(e) Towards full and final settlement of all cases civil and criminal, present and future.

3.The payment towards the voluntary compensation is duly accepted by the Party of the Second Part towards the full and final satisfaction of all claims of the Party of the Second Part from the subject matter of dispute.

4. It is mutually agreed by all the Parties that this Settlement



Agreement is irrevocable and unquestionable. Parties undertake that this Settlement Agreement would inter alia be legal, valid, binding, enforceable, and executable in all manners. None of the Parties shall be at liberty to take advantage of any technical language or lacuna, if any, arising due to inadvertence in the present Settlement Agreement.

5. The Parties of the Second Part do not want to further proceed against the parties of the First Part or BRPL, as regards FIR No. 211/24 dt. 14.07.2024 u/s 287/125(a)/106(1), registered at PS. Najafgarh.

6. The Party of the Second Part will provide no objection, be present either in person or through their counsel at the hearing, and provide all relevant documents and support required for quashing of FIR No. 211/24 dated 14.07.2024 under sections 287/125(a)/106(1), registered at PS Najafgarh, New Delhi, qua the First Party and/or BRPL.

7. The Parties hereto agreed that this settlement is a completely negotiated, final, and composite settlement between the Parties hereto and neither of the Parties shall have any claim against the other Party, and no litigation of any kind before any Court/Tribunal or any forum shall be initiated or proceeded with by either of the parties against the other Party.

8. That all the Parties having hereto settled the disputes with each other and further agreed to do, undertake, and cause to be done, all such action, deeds, and things which may be required to ensure that either of the Parties is kept harmless or free of any liability arising out of the dealings between the parties.

9. It is mutually agreed between the Parties that no Party shall file any suit, petition or complaint, etc. against each other qua the compensation agreed in this Settlement Agreement granted to the Second Party.

10. Each of the Parties bears its own cost and incidental charges with regard to the actions contemplated under this settlement.

11. That on the execution of this SETTLEMENT AGREEMENT, all disputes shall stand settled between the parties. The parties hereto shall not initiate any legal proceedings or claims of any nature against each other hereinafter. That the Parties hereby irrevocably agree and undertake that they shall not be entitled to initiate any



further or other proceedings against each other or any of their employees/officials, past or present, in respect of the present incident.

12.Ms. Nidhi Kumari is the mother and natural guardian of Miss Hitanshi Yadav and has no adverse interest to that of the minor and she has the adequate authority to accept the voluntary compensation amount of Rs. 25,000,000/- on behalf of her minor child ie., Miss Hitanshi Yadav.

13.That the aforesaid terms and conditions have been agreed between the parties out of their free will and volition and without any undue influence, force, or coercion. Further, entering into the said Agreement shall not constitute any admission of any default or liability on the part of any Party.

14.The contents of the present Agreement have been read out and explained to the Parties of the Second Part in their vernacular language i.e., Hindi, and after having understood the contents of the agreement arrived at the parties have signed and executed this Agreement.

15.This Deed constitutes the entire agreement and understanding between the Parties and supersedes any other agreement or documents or correspondence entered into, arising out of or in relation to the Agreements.

MISCELLANEOUS

16.Effectiveness: This Agreement will come into force and be in effect from the Effective Date.

17. Confidentiality & Non-Disclosure: The Parties shall keep terms of this Agreement confidential except to the extent that such information is in the public domain, without breaching any of the obligations of this Agreement or the applicable law, or is required to be disclosed under the Applicable laws of India.

18. Amendments: No amendment or modification of the terms of this Agreement shall be binding unless reduced to writing and signed by both Parties.

19.Entirety: This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter and supersedes all previous communications with respect to the subject matter.



20.Survival of Provisions: The termination or expiration of this Agreement shall be without prejudice to any claims relating to or arising out of any antecedent breach of this Agreement and shall not affect any accrued rights of either Party.

21.Dispute Resolution: The laws of India will apply to this Agreement, and courts in New Delhi will have exclusive jurisdiction over all matters arising out of this Agreement

22.Mutual Covenants: Each of the Parties hereby covenants to each other to do, in good faith, all things reasonably within its power that are necessary or desirable to give effect to the spirit and intent of this Agreement.

4. The inherent power under Section 482 Cr.P.C. is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guidance engrafted in such power viz.: (i) to secure the ends of justice, or (ii) to prevent abuse of the process of any court. In the case of ***Gian Singh v. State of Punjab*** (2012) 10 SCC 303, the Supreme Court has observed that in the exercise of its inherent power under Section 482, the High Court can quash FIR/Charge-sheet on the basis of alleged settlement except in cases of rape, murder, dacoity or the cases under the Special Statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc. It is a settled proposition of law that High Courts should exercise the power under Section 482 Cr.P.C. for quashing of criminal cases having overwhelmingly and predominantly civil flavour .
5. It has also been repeatedly held that the High Court may quash the criminal proceedings if in its view, because of the compromise between the offender and the victim, the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice



would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. Reliance can be placed upon *Madhavrao Jiwajirao Scindia v. Sambhajirao Chandrojiroo Angre*, (1988) 1 SCC 692

6. Respondents, who are the legal heirs of the victim are present in court and have duly been identified by the IO. They state that they have compromised the matter voluntarily and in pursuance of the same have received the amount of Rs. 25,00,000/-. They state that they have no objection t if the present FIR is quashed qua the petitioners. Affidavits of Respondent no. 2 to 5 have also been placed on record.
7. In view of the above, the continuation of the criminal proceedings would be an exercise in futility and it is an abuse of the process of the court. There would no purpose in continuing with the present proceedings and accordingly, the FIR No. 211/2024 registered at PS Najafgarh, under Sections 287/125(a) of BNS and all the other proceedings emanating therefrom are partially quashed qua the petitioners.
8. The present petition along with pending application stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 25, 2024

Pallavi/smg