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

+ **CRL.M.C. 7637/2024, CRL.M.A. 29137/2024**

AANCHAL MISHRA

.....Petitioner

Through: Mr. Pawan Kaushik, Mr. Ajeet Kumar, Mr. Akash K., Advs. with petitioner.

versus

STATE GOVT OF NCT OF DELHI & ORS.Respondents

Through: Mr. Pradeep Gahalot, APP for State and SI Vishal, PS Patel Nagar, Delhi.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

% **26.09.2024**

CRL.M.A. 29136/2024

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

CRL.M.C. 7637/2024

3. The present petition has been filed under Section 528 BNSS seeking quashing of case FIR No. 415/2024 dated 15.08.2024 registered under Section 125(a) BNS registered at PS Patel Nagar and all other proceedings emanating therefrom.
4. Counsel for the petitioner, submits that on August 15, 2024, the Petitioner's husband booked an Uber cab from Mansarovar Garden to West Patel Nagar. Upon arriving at the destination at 6:41 P.M., the cab driver asked the Petitioner to exit the vehicle. As the Petitioner opened



the rear door of the cab, an uncontrolled auto with five passengers, including a six-month-old child, collided with the door. Counsel for the petitioner further submits that the child in the auto sustained a head injury due to the accident, as detailed in FIR No. 415 of 2024, but the Petitioner was unaware of the injury as no confrontation occurred at the scene. The family of the child immediately left without informing the Petitioner of the injury. Later, on the same day at 11:05 P.M., the family lodged FIR No. 415 of 2024 against an unknown person and sought treatment for the child at Sardar Vallabhbhai Patel Hospital. On August 21, 2024, the Petitioner received a notice for questioning under Section 35(3) of the Bharatiya Nagarik Suraksha Sanhita, 2023, but could not attend due to being out of station. On September 2, 2024, the Petitioner received another notice and thereafter the Petitioner joined the investigation. a settlement agreement was reached between the Petitioner and the complainant's family. In the settlement, the complainant agreed not to hold the Petitioner responsible for the child's injury, and the FIR was to be quashed. The Petitioner voluntarily paid ₹30,000 to the complainant for the child's treatment.

5. The Petitioner has tendered unconditional apologies to Respondent No. 2 and his family for any of his acts or omissions which were unintentional and inadvertent in nature and the Respondent No. 2 has agreed to forgive the Petitioner on his own free will without any threat, fear, force, or coercion and has condoned all his acts and omissions and as such Respondent No. 2 does not want to continue any further litigation and is willing to lead his normal peaceful life.
6. It is submitted that Respondent No. 2 now has no grievance of any kind



against the Petitioner. The parties have resolved their disputes amicably and a settlement has been effected between the Petitioner and the Complainant/Respondent No. 2 herein on the following terms and conditions:

“1. That the party of the First Part agrees to bear all the expenses for the treatment of Infant, which comes to around Rs. 30,000/- (Rupees Thirty Thousand Only) as informed by the party of the Second Part to the First Party.

2. That the party of the Second Part agrees to accept the said amount as full and final settlement of all the disputes between the parties.

3. The party of the First Part undertakes to transfer an amount of Rs. 30,000/- (Rupees Thirty Thousand Only) at the time of signing of the present settlement agreement as full and final settlement of the present dispute between the parties.

4. That the party of the Second Part agrees to give statement before the Hon'ble Court regarding the settlement, at the time of hearing of quashing petition before the competent court and make his complete efforts for getting the FIR quashed after signing the present agreement.

5. That the party of the Second Part undertakes to not file any further case either Civil or Criminal again the party of the First Part.

6. That the party of the Second Part agrees not to claim any further amount in relation of any past transactions between the parties and settle the dispute in the abovementioned amount at full and final.

7. That the parties are bound to comply with the conditions of this agreement and in any case of non-compliance of terms and conditions by either party a penalty of Rs. 10,000/- will be imposed on the parties.”



7. Both parties are present in court and have duly been identified by the IO. Respondent No. 2 who is master is appearing through his Father submits that he has entered the settlement voluntarily without any fear, force, or coercion. he has no objection if FIR No. 415/2024 dated 15.08.2024 registered under Section 125(a) BNS registered at PS Patel Nagar is quashed.
8. Taking into account the totality of facts and circumstances of the case and doing complete justice to the future of Respondent No. 2, 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. 415/2024 dated 15.08.2024 registered under Section 125(a) BNS registered at PS Patel Nagar and all the other proceedings emanating therefrom are quashed.
10. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 26, 2024/AR/DG..