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

+ **CRL.M.C. 7673/2024**

ASHU AJMANI

.....Petitioner

Through: Mr.Atul Kharbanda, Adv. with
petitioner in person.

versus

STATE NCT OF DELHI & ANR.

.....Respondents

Through: Mr.Pradeep Gahalot, APP for the
State.

ASI Bahanwar Singh,
Mr.Rajesh Mishra, Adv. for R-2.
with respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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26.09.2024

CRL.M.A. 29255/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 7673/2024

1. The present petition has been filed for quashing of FIR No.339 dated 17.06.2022 registered under Section 279/337 IPC at PS Sagarpur and all the other proceedings emanating therefrom.
2. Respondent no.2 has filed the complaint alleging therein that the petitioner while driving offending vehicle no. DL-CC-BR-0130 in rash and negligent manner had hit the motorcycle no. DL12SC1669 which he was driving and caused injury. After investigation, the charge sheet



was filed.

3. Issue notice. Learned APP has accepted the notice. Respondent no.2 is also present and accepts the notice.
4. Learned counsel for the petitioner submits that now the parties have amicably settled the dispute. Respondent No.2 states that he has entered into the settlement with the petitioner as recorded in the settlement deed dated 31.07.2024. The parties have entered into the settlement on the following terms and conditions:

1. It has been mutually agreed between the Parties that the First Party shall pay an amount of INR 80,000/- (Eighty Thousand Only) ("Settlement Amount") to the Second Party towards full and final settlement of all its claims/dues with regard to the F.L.R No. 339/2022 registered at P.S Sagar Pur U/s Section 279/338 IPC & 146/196 of MV Act and the same shall be paid by First Party to the Second Party by DD/Pay Order/Bank/Cash at the time of Quashing of the Present F.I.R before the Hon'ble High Court Of Delhi.

2. That both the FIRST PARTY and the SECOND PARTY undertakes to appear on each and every date of hearing to make the required statements before the Hon'ble High Court of Delhi for quashing of the F.I.R No 339/2022 proceedings mentioned above, or if any other against the First Party. 3. The Parties undertake to abide by the terms and conditions set out in this Agreement and not to dispute the same hereinafter in future, for any reason whatsoever and further the second party undertakes not to claim any other compensation or file any sought of case/complaint/suit etc. against the First Party qua the present F.I.R.

4. The Parties agree and acknowledge that they are entering into this Agreement out of their own will and volition and after seeking legal advice and are not under any pressure, inducement, coercion, compulsion, force or under any sort of undue influence.

5. This Agreement contains the entire agreement between the Parties and supersedes all previous agreements and



understandings between the Parties relating to that subject matter.

6. That it is further undertaken and declared by both the parties that by way of executing and putting their respective signatures on this agreement the parties have settled all their grievances against each other qua the present F.I.R and there is no dispute remaining between the parties with regard to the present incident/F.I.R.

7. That the terms and conditions of the MOU shall be binding on both the parties and in case the EITHER OF THE PARTY does not abide by the terms and condition of the present MOU, in that case the other party shall be entitled to initiate the contempt proceedings against the defaulting other party and to get the present MOU enforced through Court of Law.

8. That both the parties to this agreement have read over and understood the contents of the agreement in vernacular which has been drafted on the instructions of both the parties, therefore, both the parties are bound with the terms and conditions mentioned therein.

9. That the FIRST PARTY and the SECOND PARTY undertake to respect and maintain each other's dignity for all times to come.

5. Learned counsel for respondent no.2 states that in the MACT, the matter has been settled with the insurance company. In terms of the settlement, Rs.80,000/- has been paid to the complainant. Complainant states that he has entered into the settlement voluntarily without any fear, force or coercion. IO has identified the complainant as well as the petitioner.
6. Undisputedly, offence punishable under Section 279 of the IPC is not compoundable, however, considering the facts and circumstances of the case and in exercise of the inherent powers under Section 482 of the Code of Criminal Procedure, 1973, this Court has power to accept the



compromise. Apex court in ***Gian Singh Vs. State of Punjab and Another*** (2012) 2 SCC (L&S) 998 inter-alia held that Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. In what cases power to quash the criminal proceeding or complaint or F.I.R may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. This view has been affirmed by the Apex Court in the case of ***Narinder Singh & Ors. Vs. State of Punjab & Anr*** 2014 6 SCC 466.

7. Taking into account the totality of facts and circumstances, the case FIR No.339 dated 17.06.2022 registered under Section 279/337 IPC at PS Sagarpur and all proceedings emanating therefrom are quashed.
8. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

SEPTEMBER 26, 2024

rb/ht