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

+ **W.P.(CRL) 3048/2024**

MAHESH JAIN AND OTHER

.....Petitioners

Through: Mr.Rambir Singh, Adv. with
petitioners no.1 to 4 in person.

versus

THE STATE N.C.T OF DELHI AND ORS

.....Respondents

Through: Mr.Rahul Tyagi, ASC (Crl.) for the
State
SI Vinit, IC, PP Subroto Park
Mr.Anurag Dhingla, Adv. for
respondents no.2 to 4 with
respondents in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

08.10.2024

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1. Present petition has been filed for quashing of case FIR no.0008 dated 08.01.2023 registered under Section 288/304A IPC at PS Delhi Cantt and all the other proceedings emanating therefrom.
2. Briefly stated the facts of the matter are that, on 7th January 2023, an accident occurred at Subroto Park, where a construction worker, Shiv Kumar, son of Dhanua, suffered fatal head injuries after debris from the building site fell on him while he was returning from a break. Despite requests from the laborers to the supervisor, Shailendra, and the site engineer, Deepak Jain, for safety equipment such as helmets and proper protective measures, none were provided, leading to the accident. Shiv



Kumar, son of Respondent no. 2 was immediately taken to the nearest Army hospital and later referred to Safdarjung Hospital, where he was declared dead by the doctors. Following a statement from Dhanua/ Respondent no. 2, Shiv Kumar's father, and an inspection of the site by ASI Hoshiyar Singh, an FIR was registered under Sections 288 and 304A of the IPC for negligence leading to death.

3. Now the parties have entered into a settlement deed/MOU dated 23.09.2024 on the following terms and conditions:

"2. That in terms of the present settlement arrived at between the parties by way of present MOU, it has been mutually agreed between the parties that the first party shall pay in full and final settlement to the second party an amount of Rs.11,00,000/- (Rupees Eleven lakhs) Out of which Rs. 5,00,000/- (Rupees five lakhs) has been transfer on 17/09/2024, Rs.2,00,000/- Rupees Two lakh to Smt. Sudha Ahirwar wife of deceased, and Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) to Mr. Dhanua, father of deceased and Rs.1,50,000/- (Rupees One Lakh Fifty Thousand) to Smt.Kasturi, mother of deceased by the first party Through NEFT and the rest of the amount of Rs.6,00,000/- (Rupees Six Lakhs) Shall be paid to the second party by the first party at the time of the quashing of FIR No.0008/2023 before the Honourable High Court of Delhi and after receiving of full and final settlement amount the second party has no grievance against the first party and hence the second part is no more interested to contest the above case any further and have no objection in case the above said FIR may be quashed.

3. That it has been agreed between the parties that present settlement is final and shall not be reopened. It is also confirmed by both the parties that there is no other claim / dispute or demand pending or arising against each other disputes regarding above said case has stand fully resolved.

4. That this settlement has been made voluntarily and arrived at between the parties with their own free and sweet will and without any force, pressure or coercion and both the parties are bound by



the terms and conditions mentioned herein above. The contents of the settlement have been explained to the parties in vernacular language (Hindi) and they have understood the same and have admitted the same to be true and correct.

5. That the first party is the owner of the construction premises that is military Engineering Services undertaking the work of military special repairs New Delhi 110010.

6. That the second party is the worker at the said construction premises from past 2 years.

7. That the terms, first party and second party, wherever they occur in the body of the MOU shall mean and include their respective heirs, executors, administrators, agents and assign unless and until it is repugnant to the context or meaning thereof.

8. That the second party has filed an FIR No.08/2023 at Police station, Delhi Cantt under section 288/304 A IPC Against the first party, however with the intervention of respectable person of the society, friends and other family members, both the parties have agreed and reached at a mutual compromise and have agreed to settle the dispute once for all.

9. That the first party has agreed to enter into the present MOU with the second party as one-time settlement offer being a special case and on the moral grounds under the express undertaking and representation of the second party that in case quashing of FIR No.0008/2023 Before the Honorable High Court of Delhi and the second party have agreed and assured that the present MOU is being executed, only pursuant to the said undertaking and representation.

10. That the first party for the purposes of entering into the present settlement and execution of the present MOU and to protect its rights and that the first party shows that the present MOU is being signed only after gone through the same and the contents of the same have been read over and explained in vernacular language to both the parties.

11. That the parties to this agreement are agreed to reduce the terms and condition of the above said settlement/ MOU into writing.

12. That the second party has assured that they have great regard for the first party, and that on account of misunderstanding and



due to confusion the above said FIR was registered against the first party regarding the accidental death of labour Mr. Shiv Kumar who was working as a labourer and the father of the deceased Mr. Dhanua has also been associated at the construction premises since 2020.at the time of registration of the FIR The following facts were not mentioned that the deceased was present at the construction site that is Air Force building but not at the workplace during the occurrence of incident. And the deceased was not wearing helmet and was roaming around a Kacha roof (under construction roof) during the lunchtime where the mixed material used for construction thereby causing injuries upon the deceased and immediately He was taken to the nearby Army hospital by the first party and then due to seriousness of his injuries he was transferred to Safdarjung Hospital for better medical aid and thereafter he succumbed to his injuries on the same day.

13. That the second party has admitted this fact that there is no negligence on the part of the first party and there is no fault or mistake on the part of the first party and considering the impeccable loss suffered to the worker and its family, the first party has agreed to compensate as quoted by the aggrieved party without any negotiation.

14. That Second party has agreed and accepted on the above said amount without any further dispute or grievances, and the same has been accepted with the free and sweet will of the parties.

15. That the parties without admission of any guilt are signing the present MOU with a view to keep harmonious relations between the parties on account of intervention of well-wishers of both the parties.

16. That the first party also undertakes and assures that the above said amount has been issued against moral liability and that the rest of the amount shall be handed over to the second party at the time of quashing of FIR.

It has been settled and agreed between the parties that they shall remain bound with the aforesaid terms and conditions which have been understood in vernacular language (Hindi) and the settlement is made between the parties out of their own free and sweet will, consent, and without there being any undue pressure,



coercion, influence, misrepresentation, or mistaken (both law and fact) in any form whatsoever and the parties agreed that the settlement agreement has correctly recorded the said agreed terms and conditions.”

4. Further payment of Rs.6 lakhs by way of the following three demand drafts has been made today to the respondents:

D.D.No.	Date	In the sum of Rs.	In the name of
501427	11.02.2024	Rs.1,50,000/-	Dhanua
501426	11.02.2024	Rs.3,00,000/-	Sudha Parihar
501428	11.02.2024	Rs.1,50,000/-	Kasturi

5. Let this amount be kept in the name of child namely Master Kartik in FDR till the child attains the age of majority. The educational expenses of the child shall be borne out of the interest accrued on the said FDR.
6. In ***Narinder Singh & Ors. vs. State of Punjab Anr.*** 2014 6 SCC 466, the Supreme Court emphasized that while exercising power under Section 482 CrPC, the High Court must ensure that the settlement genuinely resolves the dispute and that continuing criminal proceedings would amount to an abuse of process. However, serious offenses impacting society at large, such as corruption and offenses by public servants, should not be quashed based on a settlement. Similarly, in ***Parbatbhai Aahir @ Parbatbhai vs. State of Gujarat another*** (2017) 9 SCC 641, the Court reiterated that the High Court's power under Section 482 CrPC should be used to uphold justice and prevent misuse of the judicial process. The Court noted that cases with predominantly civil disputes, such as commercial or matrimonial cases, could be considered for quashing if the parties have settled the matter and the possibility of conviction is remote.



7. IO has identified the parties. The Respondents states that they have settled the matter voluntarily without any fear, force or coercion and since the matter has been settled between the parties amicably, Respondents have no objection if the FIR no.0008 dated 08.01.2023 registered under Section 288/304A IPC at PS Delhi Cantt and all the other proceedings emanating therefrom is quashed.
8. In view of the settlement between the parties, FIR no.0008 dated 08.01.2023 registered under Section 288/304A IPC at PS Delhi Cantt and all the other proceedings emanating therefrom is quashed.
9. The petition stands disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 8, 2024

rb/na.