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

+ **CRL.M.C. 7805/2024**

VIPIN DAGAR

.....Petitioner

Through: Mr.Tushar Sharma, Adv. with
petitioner through VC

versus

STATE OF NCT OF DELHI AND ORS

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State
Respondent no.2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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03.10.2024

CRL.M.A. 29779/2024 (exemption)

Exemption is allowed, subject to all just exceptions.

The application stands disposed of.

CRL.M.C. 7805/2024

1. The present petition has been filed for quashing of case FIR no.0006 dated 11.01.2018 registered under Section 279/338 IPC at PS Delhi Cantt. and all the other proceedings emanating therefrom.
2. The FIR was lodged on the statement of Sanjay Kumar alleging therein that while he was going on his bike No.DL-10SE-6600 Discover along with his sister-in-law was hit by car No.DL-5CP-2485 being driven in rash and negligent manner by the petitioner. The complaint and his sister-in-law have suffered injuries and the



aforesaid FIR was lodged.

3. Learned Counsel further submits that during the pendency of the proceedings, the parties have resolved their disputes amicably, and in furtherance thereof, they have entered into a MoU dated 25.09.2024. The parties have settled their disputes on the following terms and conditions:

- 1. That it has been agreed between the parties that the first party will pay Rs.50,000/- as compensation to the second party towards the loss and injuries suffered to the second party, out of which Rs.10,000/- had already paid to the second party today i.e, 24.09.2024 and Rs.40,000/- will paid at the time of quashing before the Hon'ble High court of Delhi.*
- 2. That it is accepted between the parties that immediately after t execution of the present understanding the party to the second par would make an appropriate statement in writing before the investigatin agency so as to appraise it about the present settlement in accordance this MOU.*
- 3. That second party withdrawn all the allegation leveled against the party the first part in accordance of this MOU as the matter has been amicabl settled between both the parties.*
- 4. It is further agreed between the parties that immediately after th execution of the present understanding, both the parties would prefer joint petition before the Hon'ble Delhi high court for quashing o investigation/proceeding pending of the F.I.R NO. 0006/2018, u/ 279/338 IPC, registered at police station Delhi Cantt and the second part will give statement before the High court of Delhi for quashing of the said FIR as the matter is amicably settled between the parties.*
- 5. That the second party undertakes to render the full cooperation in all manner to ensure the compounding/quashing/cancellation of the said proceedings against the First party.*



6. *That it is further agreed between the parties that they would comply with the term and conditions of the present understanding in the words and spirit of the of document.*
7. *That the present MOU has been arrived at amongst to parties to settle the matter amicably and by their own volition, free will and without any pressure, fear or coercion and after fully understanding the implication of having arrived at this settlement.*
8. *Both the parties to the present agreement shall remain bound by the terms and condition of the present MOU and if any party back out from the terms and condition of the present agreement, then the other party will have every right to proceed against the defaulting party as per law.*
4. IO has duly identified both the parties. Complainant/injured states that they has entered into the settlement without any fear, force or coercion. Also submits that they have received the entire compensation from amount and therefore he has no objection if the FIR no.0006 dated 11.01.2018 registered under Section 11.01.2018 at PS Delhi Cantt., Delhi is quashed.
5. The 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.

6. Taking into account the totality of facts and circumstances, the case FIR no.0006 dated 11.01.2018 registered under Section 11.01.2018 at PS Delhi Cantt., Delhi and all proceedings emanating therefrom are quashed.
7. The present petitions stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 3, 2024

rb/ht