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

+ **CRL.M.C. 7898/2024**

SEEMA JAIN & ANR.

.....Petitioners

Through: Mr. Kamal Deep, Advocate alongwith
petitioners

versus

THE STATE GOVT. OF NCT OF DELHI AND ANR.

.....Respondents

Through: Ms.Kiran Bairwa, APP for the State
alongwith ASI Brij Bhushan, P.S.-
Ashok Vihar
Mr.Aman Soni, Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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23.12.2024

CRL.M.A. 38900/2024 (Exemption)

Exemption allowed subject to just exceptions.

The application stands disposed of.

CRL.M.A. 38899/2024 (for modification of order dated 13.12.2024)

1. By way of the present application, the applicants/petitioners seek a modification of the order dated 13.12.2024 to the extent of rectification of the amount mentioned in Paragraph 4 of the said order i.e. Rs.75000/-.
2. The perusal of Paragraph 4 of the said order indicates that instead of Rs.75000/-, inadvertently, Rs.7,50,000/- has been typed.



3. Let the amount mentioned in Paragraph 4 of the order dated 13.12.2024 be corrected, and be now, read as under:-

“...4. Petitioner No.1 has very fairly and voluntarily submitted that she will additionally pay Rs.75,000/- each to all four legal heirs other than Rs.3,50,000/- The payment to the minor legal heirs, the details of which shall be given to the respondent No.2 shall be paid by FDR in the name of the legal heirs. The said FDRs be paid to the minor children on attaining their majority. In the meantime, the interest accrued out of the same may be utilized by the respondent No.2 for meeting their education expenses. A fresh compromise deed to this effect be filed before the next date of hearing...”

CRL.M.C. 7898/2024

1. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 has been filed by the petitioners praying for quashing of FIR bearing No. 338/2024 registered at Police Station Ashok Vihar, Delhi for offences punishable under Section 106(1) of the Bhartiya Nyaya Sanhita, 2023 on the basis of settlement.
2. Brief facts of the case are that on 24.08.2024, the deceased got electric shock, causing to his death. During the course of investigation, it was revealed that the deceased was doing work of labour and the said incident was occurred at House no. Shed No. 58, Wazirpur, Industrial Area, Delhi, where he was working on 24.08.2024. Thereafter, the wife of the deceased i.e. the respondent No.2 herein, identified the body. Subsequently, the aforesaid FIR got registered against the petitioners.
3. Learned Counsel for the petitioners submits that during the pendency of the proceedings, the matter is amicably settled with the respondents



and the Respondent no. 2 also executed the No Objection/Settlement cum Compromised letter dated 1.09.2024, in which she freely states that the death of her husband was caused due to his own negligence or carelessness and there is no fault of the petitioners and the husband of the petitioner no.1. It is further submitted that both the parties have entered into a Memorandum of Understanding (MoU) dated 18.12.2024, on the following terms and conditions:-

“1. That it is agreed by the Second Party Ruby Devi that the earlier Settlement and the present settlement is done as per her own free will and consent and without any force, undue influence, pressure, coercion, threats, and greed.

2. That the First Party as per her own will and free consent providing further financial assistance of the Amount of Rs. 3,00,000/- (Rs. Three Lacs Only) to the Second Party for her children or Legal heirs of the deceased Sh. Jai Prakash Ram and the Second Party happily accepting the same.

3. That the above said financial assistance in point no.2 is for the sole benefits of the Second Parties as mentioned below:

- *DHIRAJ KUMAR, S/O. LATE. SH. JAI PRAKASH RAM, AGE ABOUT 12 YEARS, (ADHAAR NO. 4889 1446 4846)*
- *NIRAJ KUMAR, S/O. LATE, SH. JAI PRAKASH RAM, AGE ABOUT 10 YEARS, (ADHAAR NO. 2171 0944 4579)*
- *NIKHIL KUMAR, S/O. LATE. SH. JAI PRAKASH RAM, AGE ABOUT 8 YEARS*
- *PINKI KUMARI, D/O. LATE. SH. JAI PRAKASH RAM, AGE ABOUT 22 YEARS (ADHAAR NO. 8215 1984 4734) - (MARRIED).*

4. That the above said financial assistance of an amount Rs 3,00,000/- (Rs. Three Lacs Only) is given by the First Party in the following manner:

➤ A DEMAND DRAFT OF RS. 2, 25,000/- (Two Lacs and Twenty Five thousand only) vide DD NO. 145012, drawn of Punjab National Bank, dated 16.12.2024, in favor Second Party that is SMT. RUBY DEVI and for the sole benefits of three minor children that is DHIRAJ KUMAR, NIRAJ KUMAR, NIKHIL KUMAR for Rs. 75,000/- Each (Rs.



Seventy Five Thousand Only).

A DEMAND DRAFT OF RS. 75,000/- (Seventy Five thousand only) vide DD NO. 145011, drawn of Punjab National Bank, dated 16.12.2024, in favor of PINKI KUMARI.

5. That the Demand Draft of Rs. 2, 25,000/- vide DD NO. 145012, dated 16.12.2024 is made in favor of second party Ruby Devi because the Bank Accounts cannot be open due to insufficiency of the Documents of the three minor children as mentioned above and shall only be use for the benefits of the above said minors only in accordance of their respective share of Rs. 75,000/- each.

6. That after receiving of the Financial Assistance of the Total Amount of Rs. 6,50,000/- (Rs. Six Lacs and Fifty Thousand) (Earlier paid amount Rs.3,50,000/- and the present amount 3,00,000/-), no further amount left to be paid by the First Party. It is also assured and agreed by the Second party that after this present settlement, the second party shall not claim any amount and also shall not file any civil, criminal case against the First Party and the Contractor namely Vishnu Kumar.

7. That it has been agreed between the parties that both the parties undertakes to abide and bound by the terms and condition of the present memorandum of settlement.

8. This settlement is arrived at between the parties voluntarily, without any kind of pressure, coercion or threat or undue influence.”

4. The Respondent No.2 i.e. the wife of the deceased has also filed an affidavit stating therein that she has settled all the disputes with the petitioners. However, when the matter came up before the Court, with the intervention of the Court, a settlement amount of Rs.3,50,000/- was decided to be paid to Respondent no. 2. It was also directed that a sum of Rs.75,000/- (Rupees Seventy five thousand) each shall be paid to all four legal heirs of the deceased.



5. Issue notice. Learned APP for the State accepts notice and submits that there is no objection in quashing of the aforesaid FIR in terms of the settlement arrived at between the parties.
6. Both the parties are present in Court and have duly been identified by the Investigation Officer. In compliance with the order of this Court, the petitioners have handed over two Demand Drafts bearing DD No. 145011 and 145012 dated 16.12.2024 drawn on Punjab National Bank of Rs.75,000/- (Rupees Seventy five thousand) and Rs.2,25,000/- (Rupees two lakhs and twenty five thousand) respectively in the name of Pinki Kumar and Ruby Devi is handed over to respondent No.2 in the Court. Respondent No.2 submits that she has entered into the settlement voluntarily without any fear, force, or coercion. She further states that he has received the entire settlement amount and in view thereof has no objection if the present FIR and all the proceedings emanating therefrom are quashed.
7. The Respondent No.2 undertakes that she shall deposit the demand Draft of Rs.2,25,000/- (Rupees two lakhs and twenty five thousand) in the joint account of three minor children namely Dhiraj Kumar, Niraj Kumar and Nikhil Kumar in the form of FDR and the interest accrued thereupon shall be utilized by the respondent No.2 for meeting their education expenses. The said FDRs be paid to the minor children in equal share on attaining their majority.
8. The High Court is the highest Court of the State and is conferred with the power of control and superintendence over all courts subordinate to it. Besides Articles 226 and 227, Section 482 Cr.P.C. also acknowledges the inherent power of the high court to secure the ends



of justice. In cases where the offences are not compoundable in nature, the parties on account of an amicable settlement invoke the inherent power under Section 482 Cr.P.C. for quashing the proceedings on the plea that continuance thereof would merely be an abuse of process of law.

9. The Courts have repeatedly held that if the dispute is private in nature and parties have entered into the settlement at their own free will, the quashing of the proceedings may be done. However, the Courts have to satisfy themselves that the settlement so entered into is within the four corners of the law.
10. In the case of *Narinder Singh & Ors. v. State of Punjab & Anr.* (2014) 6 SCC 466, it was inter-alia held that criminal cases having overwhelmingly and predominantly of civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly, it is a private dispute, and the parties have settled the matter.
11. Taking into account the totality of facts and circumstances of the case, this Court considers that the parties have entered into an amicable settlement vide MoU dated 18.12.2024 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.
12. In view of the above, FIR bearing No. 338/2024 registered at Police Station Ashok Vihar, Delhi for offences punishable under Section 106(1) of the BNS and all consequential proceedings emanating therefrom are quashed.



13.The present petition and pending application, if any, stand disposed of.

14.The date already fixed i.e. 10.01.2025 stands cancelled.

DINESH KUMAR SHARMA, J

DECEMBER 23, 2024

Dy/ht..