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

+ CRL.M.C. 8046/2024

DR. ANKUSH BANSAL

.....Petitioner

Through: Mr. Paritosh Jain, Mr. Divyansh Jain,
Advs. with petitioner through VC.

versus

STATE OF NCT OF DELHI & ANR.

....Respondents

Through: Ms. Kiran Bairwa, APP for State and
SI Sanjay Dahiya, PS Mehrauli and
HC Manoj Yadav, PS Vasant Kunj
South.
R-2 in person.

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

14.10.2024

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1. The present petition has been filed under Section 528 BNSS r/w Section 482 Cr.P.C. seeking quashing of case FIR No. 882/2017 dated 20.11.2017 under Section 279/337 IPC registered at PS Mehrauli, New Delhi and all other proceedings emanating therefrom.
2. Briefly stating the facts are that the present FIR was lodged on the statement of respondent No.2 wherein she alleged that on 11.10.2017 petitioner's vehicle hit her and her daughter from behind. However, learned counsel submits that now the parties have reached on a settlement vide Settlement Agreement/Compromise Deed dated 28.09.2024 on the following terms and conditions:



“1. The Parties hereby agree to settle this dispute amicably wherein the Victim has consented to accept a monetary compensation of Rs. 18,000/- (Rupees Eighteen Thousand Only) (hereinafter referred to as "Settlement Amount") as full and final settlement for all claim, injuries, damages and losses arising out of this Accident.

2. That in lieu of the Settlement Amount as mentioned above in Clause 1, the Victim agrees to take the necessary step as follows:

2.1 Withdraw the criminal case against the Accused, which includes FIR No. 882/2017, Cr. Case No. 831/2022 before the Court of the Judicial Magistrate of First Class at Saket Court, and Case No. MACT/4566/2024 before the Presiding Officer of the MACT at Saket.

2.2 Take all actions to ensure that the charges are dropped or quashed against the Accused.

2.3 Co-operate with the Accused in petition which shall be filed under Section 482 Cr.P.C. before the Hon'ble Delhi High Court by the Accused for quashing of FIR bearing No 882/2017 under Section 279 & 337 of IPC with PS Mehrauli.

2.4 Make a statement in terms of the compromise arrived between the parties before the Hon'ble High Court and all other Courts as required.

3. The Accused agrees to pays the settled amount to the Victim in different installments as mentioned in details as follows:

(i) First Installment: A sum of Rs.5,000/- (Rupees Five Thousand Only) shall be paid upon the execution and signing of the Agreement.

(ii) Second Installment: A balance sum of Rs. 13,000/- (Rupees Thirteen Thousand Only) shall be paid after



quashing of FIR bearing No. 0882/2017 and other Criminal Proceedings before the Hon'ble Delhi High Court.

(iii) The settlement amount, as agreed upon, shall be provided by the Accused to the victim in the form of Cash Payment in accordance with the terms of Settlement Agreement.

4. The Victim hereby releases, discharges, and waives any and all claims, rights, or demands against the Accused arising out of the incident, including but not limited to claims for personal injury, damages, or costs.

5. Both parties agree to keep the terms and conditions of this Agreement confidential and shall not disclose its contents to any third party, except as may be required by law or necessary for the implementation of this Agreement.

6. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes any prior agreements, negotiations, or discussions, whether oral or written.

7. This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the courts of New Delhi.

8. The Parties have further agreed that this settlement is full and final, with both parties undertaking not to file any case, complaint, suit, or petition against each other in connection with this matter. By signing this Agreement, both Parties affirm that there are no remaining disputes between them regarding the issue being settled under this Agreement. In the event that either party fails to comply with the terms and conditions of this settlement, both parties shall retain the right to pursue appropriate legal action as permitted by law.

9. This settlement has been voluntarily arrived at between



the parties with their own freewill and without any force, pressure or coercion and both the parties are bound on the terms and conditions herein above. The contents of the settlement have been explained to the parties in vernacular and they have understood the same and have admitted the same to be correct.”

3. Petitioner has appeared through VC and states that he has settled the matter with respondent No. 2. Respondent No.2 has appeared in person and states that she has entered into the settlement voluntarily without any fear, force or coercion.
4. In terms of settlement Rs. 18,000/- in cash has been handed over to respondent No.2 in court today. IO has duly identified both the parties.
5. 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.
6. Taking into account the totality of facts and circumstances of the case,



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.

7. In view of the above, FIR No. 882/2017 dated 20.11.2017 under Section 279/337 IPC registered at PS Mehrauli, New Delhi and all the other proceedings emanating therefrom are quashed.
8. The present petition along with all the pending applications stand disposed of.

DINESH KUMAR SHARMA, J

OCTOBER 14, 2024/AR/NA..