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

+ **CRL.M.C. 8600/2024, CRL.M.As. 32872-73/2024**

ANGAD SINGH SABHARWAL

.....Petitioner

Through: Mr. Harsh Ahuja, Mr. Rishabh Saxena, Advs.

versus

STATE OF NCT OF DELHI, & ANR.

.....Respondents

Through: Ms. Kiran Bairwa, APP for the state with ASI Narender Kumar, PS Ranjeet Nagar.
Mr. Sumit Singh, Adv. Mr. Ketan Bhutani, Adv. for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

25.11.2024

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1. The present petition has been filed under Section 528 BNSS seeking quashing of case FIR No. 358/2024 dated 20.10.2024 under Section 281/125(a) BNS and Section 185 MV Act and all other proceedings emanating therefrom.
2. Briefly stated facts of the alleged incident are that the petitioner was driving his car while the respondent no.2 was riding his motorcycle and the two of them collided allegedly because of a stray dog suddenly entering in between their vehicles. It is also alleged that since the respondent no.2 was on a motorcycle he had sustained certain injuries for which he underwent treatment at BLK Max Super Specialty Hospital.



3. Learned counsel for the petitioner submits that during the course of investigation the parties have amicably settled the matter vide settlement dated 24.10.2024. Furthermore, the Learned Counsel for the petitioners submits that since the parties have resolved all their differences amicably, therefore, it would be in the interest of justice to quash FIR No. 358/2024 dated 20.10.2024 under Section 281/125(a) BNS and Section 185 MV Act and all other proceedings emanating therefrom.
4. I have gone through the settlement dated 24.10.2024 which has been placed on record. The settlement agreement provides for the following terms and conditions:

“ACCIDENT INCIDENT:

That while returning from a function on 20.10.2024, the First Party encountered a stray dog unexpectedly in the middle of the road at Ranjit Nagar, New Delhi, which caused both the First Party's and Second Party's vehicles to become unbalanced. The collision occurred as the Second Party was approaching from the wrong side, leading to an accidental impact between the two vehicles.

MEDICAL TREATMENT:

The First Party took immediate responsibility and ensured that all immediate medical facility be provided to the Second Party so that there is no delay in providing medical treatment. That all expenses of the Second Party have been fully paid in full by the First Party and the Second Party has been discharged from the hospital. In addition to covering the medical costs, the First Party provided further financial and emotional support to the Second Party's family during the period of recovery. Furthermore, the First Party has paid sum of Rs. 8,00,000/- (Rupees Eight Lakhs Only) towards the medical expenses towards the Second Party



occurred at BL. Kapoor Hospital, Rajender Palace, Delhi. Copy of the Medical Bills is attached herewith as Annexure-1. That the unfortunate above incident had culminated into registration of FIR bearing no. 358/2024 registered at Police Station, Ranjit Nagar, New Delhi.

MUTUAL SETTLEMENT:

Recognizing the unfortunate nature of the incident and the cooperative steps taken thereafter, both Parties have mutually agreed to settle any and all disputes arising from the incident by entering into this agreement.

RECITALS:

1. INJURIES AND TREATMENT: The Second Party acknowledges that the First Party has duly paid all the expenses related to the Second Party's medical treatment and provided sufficient support to the Second Party's family. The Second Party has been duly discharged and has recovered from the injuries sustained.

2. NO FURTHER CLAIMS: The Second Party, by signing this agreement, agrees and undertakes that no further claims, demands, or legal action shall be pursued against the First Party or any related party concerning the incident that took place on 20.10.2024.

3. MUTUAL UNDERSTANDING: That both Parties affirm that this incident was purely accidental, with no intention or negligence on the part of the First Party. It is acknowledged that the First Party acted in good faith and provided prompt medical assistance, for which the Second Party is grateful.

4. WAIVER OF LIABILITY: The Second Party, by signing this agreement, releases and discharges the First Party from any and all liabilities, claims, or demands in connection with the accident and the



injuries sustained. This waiver extends to any future claims or potential legal disputes arising out of the said accident.

5. FINAL SETTLEMENT: This Agreement serves as the full and final settlement of any dispute, claim, or conflict between the Parties relating to the accident. The Parties agree that this settlement is fair and just, and both enter into it voluntarily and without any duress or undue influence.

6. GOOD FAITH COMMITMENT: The Parties have entered into this Agreement in good faith and with the intention of maintaining a harmonious relationship moving forward. Any misunderstanding that arose from the accident is considered resolved through this Agreement. That the both the parties have signed the present agreement without any undue influence, coercion, pressure etc.”

5. IO has identified the parties. Both parties are present in court today and have been duly identified by the IO. Respondent no. 2 submits that he has entered into a settlement out of his own free will, without any threat force or coercion.
6. It is settled that the inherent powers under section 482 of the Code are required to be exercised to secure the ends of justice or to prevent abuse of the process of any court. Further, the High Court can quash non- compoundable offences after considering the nature of the offence and the amicable settlement between the concerned parties. In the case of *The State of Madhya Pradesh v. Laxmi Narayan & Ors.* AIR 2019 SC 1296, the Supreme Court inter alia held that the powers under Section 482 Cr.P.C. should be exercised sparingly and with caution, to



secure ends of justice and to prevent the abuse of process of court.

7. 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.
8. In view of the above, FIR No. 358/2024 dated 20.10.2024 under Section 281/125(a) BNS and Section 185 MV Act and all other proceedings emanating therefrom are hereby quashed.

DINESH KUMAR SHARMA, J

NOVEMBER 25, 2024

Pallavi/KR