$~45

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

\+ CRL.M.C. 9386/2024

UDAY OPAL .....Petitioner

Through: Mr. Satyam Thareja and Ms. Megha Tandon, Advocates. with petitioner

versus

STATE (GOVT. OF NCT OF DELHI) & ANR. .....Respondents

Through: Ms. Kiran Bairwa, APP for State.
Mr. Uday Kumar, Mr. Abhishek, Ms. Vandana and Ms. Mehreen, Advocates with R-2.
SI Paras Dhyani, PS- Hazarat Nizamuddin.

CORAM:
HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

<u>O R D E R</u>

% **02.12.2024**

<u>CRL.M.A. 35996/2024</u>

1. Exemption allowed, subject to all just exceptions. Application stands disposed of.

<u>CRL.M.C. 9386/2024</u>

2. The present petition has been filed under Section 528 BNSS r/w Section 482 Cr.P.C. seeking quashing of case FIR No. 169/2023 under Section 279/337 IPC registered at PS Hazrat Nizamuddin and all other proceedings emanating therefrom.

3. Learned counsel for the petitioner submits that the present FIR was registered at the instance of Respondent no. 2/complainant over the allegations of injury in a road traffic incident on 27.05.2023. However, during the pendency of the proceedings, the matter was referred to

mediation and consequently both the parties have reached at an amicable settlement and therefore, he prays that the present FIR may be quashed.

4. Issue notice. Learned APP for the State has accepted the notice and submits that the charge sheet in the present case has already been filed under Section 279/337 IPC and Section 134/187 MV Act.

5. Respondent No.2 is present in person and has accepted notice. He has duly been identified by the IO. He states that he has settled the matter with the petitioner vide settlement agreement dated 28.09.2024 executed before Mediation Centre, Saket Courts, New Delhi on the following terms and conditions:

> "*1. That, the matter has been resolved amicably between the complainant and accused and in pursuance to this settlement, it is agreed between the parties that accused 1 second party shall pay an amount of Rs.50,000/- (Rs. Fifty Thousand only) to complainant / first party.*
>
> *2. It is further agreed between the parties that out of the above mentioned settled amount, sum of Rs. 15,000/- shall be paid to complainant / first party on the date fixed before court concerned i.e. on 26.10.2024. It is further agreed that balance amount of Rs. 35,000/- shall be paid to complainant / first party by the second party / accused before Hon'ble High Court of Delhi at the time of quashing of present FIR. The payments shall be made against proper receipt.*
>
> *3. As the offence u/Sec.337 IPC is compoundable, therefore, complainant has compounded the said offence through present settlement. So far as the offence u/Sec.279 IPC is concerned, same is not mediated here being non-compoundable.*
>
> *However, it is agreed between the parties that in pursuance to this settlement, both the parties shall make necessary*

statements before the concerned court in the above mentioned connected matter for compounding the compoundable offence. It is also agreed that for the offence punishable under Section 279 IPC, both the parties shall jointly pray the learned referral court to take lenient view against the accused in terms of present settlement.

4. It is further agreed between the parties that in case the lenient view is not taken by the concerned court / trial court, the accused shall move petition u/Sec.482 Cr.P.C for quashing of present FIR before Hon'ble High Court of Delhi and complainant shall fully co-operate for quashing of the present FIR as well as all the proceedings emanating therefrom. The complainant shall sign his affidavit of no objection, appear and do whatever required in order toget present FIR quashed as well as all the proceedings emanating therefrom before the Hon'ble High Court. The reasonable litigation expenses shall be borne by the accused. Further, the complainant has agreed to even otherwise co-operate with the accused in all manner before the trial court as well as before the Hon'ble High Court. However, it is clarified that the case being non-compoundable, depending on the facts and circumstances the FIR may or may not be quashed by the Hon'ble High Court as the quashing of the FIR is the discretion of the Hon'ble High Court.

The settlement has been voluntarily arrived at between the parties with their own free will and without any force, pressure or coercion and both the parties are bound by the terms and conditions mentioned herein above."

6. Respondent No.2 / complainant states that he has settled the matter with the petitioner voluntarily without any fear, force and coercion and as per settlement, Demand Draft bearing DD No. 007783 dated 30.12.2024 in the name of Mahesh Kumar drawn from HDFC Bank for a sum of Rs. 35,000/- has been handed over to him. He states that he

has no objection if FIR No. 169/2023 under Section 279/337 IPC registered at PS Hazrat Nizamuddin and all other proceedings emanating therefrom are quashed.

7. 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 CrPC 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.

8. It has repeatedly been held by the Courts 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.

9. Taking into account the totality of facts and circumstances, theFIR No. 169/2023 under Section 279/337 IPC registered at PS Hazrat Nizamuddin and all other proceedings emanating therefrom are quashed.

10. The present petition along with pending applications, if any stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 2, 2024/AR/SMG..