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

+ **W.P.(CRL) 3933/2024, CRL.M.A. 37966/2024**

M/S ADVIK CAPITAL & ANR.

.....Petitioners

Through: Ms. Akanksha Kaul, Mr. Harsh Sethi,
Mr. Ankur Garg, Mr. Raghav Luthra,
Ms. Parul Sharma and Mr. Anant
Nigam, Advocates.

versus

STATE (NCT OF DELHI) & ORS.

.....Respondents

Through: Mr. Rahul Tyagi, ASC (Criminal) for
the State with Ms. Priya Rai, Mr.
Sangeet Sibou, Mr. Amit Rohila and
Mr. Aniket Kumar Singh, Advocates.
SI Subhash, P.S.: Chanakyapuri.
Mr. Abhishek Sharma and Mr. Arun
Shukla, Advocates for R-2 and R-3.

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

ORDER

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17.12.2024

CRL.M.A. 37967/2024 (exemption)

Exemption granted, subject to just exceptions.

The application stands disposed-of.

W.P.(CRL) 3933/2024

By way of the present petition filed under Article 226 of the Constitution of India read with section 528 of the Bharatiya Nagarik Suraksha Sanhita 2023, the petitioners and complainants/respondent Nos. 2 and 3, jointly seek quashing of case FIR No. 141/2024 dated 13.09.2024 registered under sections 281/125(a) of the Bharatiya Nyaya Sanhita, 2023 ('BNS') at P.S.: Chankya Puri, Delhi.



2. The petition is premised on Memorandum of Settlement/Compromise dated 12.11.2024, whereby the petitioners and respondents Nos. 2 and 3 have resolved the matter amicably.
3. The petition is also supported by affidavits of petitioners and of respondent Nos. 2 and 3, alongwith proof of their IDs.
4. Petitioner No.1 (through its authorized representative) and petitioner No. 2 have joined *via* video-conferencing; and respondents Nos.2 and 3 are present in court. Their credentials have been verified and they have also been identified by their respective counsel.
5. In the course of hearing the matter, it transpires that in addition to the sum of Rs.2 lacs as agreed upon in clause 3 of Memorandum of Settlement/Compromise dated 12.11.2024 towards compensation, the petitioners are also required to pay to respondent No.2 the cost of repairing his car, which had suffered significant damage due to a head-on collision during the accident.
6. The court has interacted with respondent Nos. 2, who has informed the court that though the repair of the car will take some time, the workshop has indicated that the total cost for repairing the car would come to about Rs. 6 lacs; and that only 50 per cent of the cost shall be borne by the insurance company, in view of the depreciated value of the car which is about 06 years old.
7. In the circumstances, respondent No.2 states that he would be ready and willing to the quashing of the subject FIR, provided that the petitioners pay to him a lump-sum of Rs. 3 lacs towards repair of the car, *in addition* to the Rs. 2 lacs that has been agreed upon as



compensation in clause 3 of the Memorandum of Settlement/Compromise dated 12.11.2024.

8. Ms. Akanksha Kaul, learned counsel appearing for the petitioners, on instructions of petitioner No.2 and the authorized representative of petitioner No.1, states that the petitioners are agreeable to the above.
9. Mr. Rahul Tyagi, learned ASC (Criminal) confirms that the State has no objection to the subject FIR being quashed.
10. In the circumstances, in line with the law laid down by the Supreme Court in *Gian Singh vs. State of Punjab & Anr.* reported as (2012) 10 SCC 303 as also in *Narinder Singh & Ors. vs. State of Punjab & Anr.* reported as (2014) 6 SCC 466, this court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. This court is of the view that in light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be an exercise in futility and would not be conducive to peace and harmony between the parties.
11. However in view of what has transpired in court as noted above, the present petition is disposed-of with the following directions :
 - 11.1. The petitioners shall pay to respondents Nos. 2 and 3 a sum of Rs. 1 lac *each* in terms of clause 3 of the Memorandum of Settlement/Compromise dated 12.11.2024. Since Rs.50,000/- is already stated to have been paid by the petitioners to respondent No.2, the petitioners shall pay to respondent No.2 another sum of Rs.50,000/-; and a sum of Rs. 1 lac to respondent No.3 towards compensation, within 10 days;



- 11.2. Furthermore, the petitioners shall also pay to respondent No.2 the sum of Rs. 3 lacs towards repair of the car, as referred-to above, within 10 days.
- 11.3. In satisfaction of clauses 1 and 2 of the Memorandum of Settlement/Compromise dated 12.11.2024, the money shall be paid by demand draft/pay order *drawn in favour of the respective respondents.*
12. Subject to compliance of the above, case FIR No. 0141/2024 dated 13.09.2024 registered under sections 281/125(a) BNS at P.S.: Chankya Puri, New Delhi is quashed. All proceedings arising therefrom also stand closed.
13. Respondents Nos.2 and 3 shall be at liberty to revive the present proceedings if the amounts are not paid as directed above.
14. Petition stands disposed-of, in the above terms.
15. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

DECEMBER 17, 2024/ak