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

\+ CRL.M.C. 9955/2024 and CRL.M.A. 38141/2024, CRL.M.A. 38142/2024

PRADEEP RAWAT .....Petitioner

Through: Mr. Amit and Mr. Amit Chaubey, Advocates.

versus

STATE OF NCT OF DELHI & ORS. .....Respondents

Through: Mr. Sanjeev Sabharwal, APP for the State with SI Kishor Prasad, P.S. V.K. North.
Mr. Sushant Pal, Adv. for R2.

CORAM:
HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

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

% **20.12.2024**

Pursuant to what was recorded in last order dated 18.12.2024, Mr. Sanjeev Sabharwal, learned APP appearing for the State has handed-up a copy of Status Report dated 19.12.2024, which contains the calculation of compensation that would be payable to the family of the deceased under the provisions of the Motor Vehicles Act, 1988 ('MV Act') in line with the decision of the Supreme Court in ***Sarla Verma & Ors. vs. Delhi Transport Corporation & Anr***.[1]

2. Learned APP submits, that considering the age of the deceased, his last drawn salary, the number of dependents and the relevant multiplier, in accordance with the principles laid-down by the

[1](2009) 6 SCC 121

Supreme Court in *Sarla Verma* (supra), the total compensation that the family of the deceased would be entitled to receive under that statue is about Rs. 10,88,000/-.

3. Status report dated 19.12.2024 is taken on record.

4. In this backdrop, Mr. Amit Chaubey, learned counsel appearing for the petitioner submits, that as confirmed by respondent No. 2 on the last date of hearing, the petitioner has been regularly paying to respondent No. 2 the sum of Rs. 5,000/- p.m. from the time of death of her son on 06.11.2013; and furthermore, respondents Nos. 2 & 3 have also received Rs. 8,35,000/- towards their claim before the Motor Accident Claims Tribunal from the insurance company.

5. Counsel further points-out, that as recorded in the last order, the petitioner has also been defraying other miscellaneous expenses of respondents Nos. 2 & 3 from time-to-time; and had also paid to them Rs. 1,00,000/- towards the marriage of respondent No.2's daughter.

6. In the circumstances, counsel submits that the petitioner is ready and willing to pay to respondent No.2 an additional lump-sum of Rs.5,50,000/- in full-and-final settlement of all their claims, including towards compensation for quashing of the subject FIR, whereupon the payment of the sum of Rs. 5,000/- per month will be stopped.

7. Respondents Nos. 2 & 3 are present in court. Upon being queried they confirm that they have received the various sums of money from the petitioner as recorded above; and that they are ready and willing to consent to the quashing of the subject FIR and to close all their claims against the petitioner, whether under the MV Act or otherwise, upon

receipt of an additional sum of Rs.5,50,000/- as full-and-final settlement. Respondents Nos. 2 & 3 have also confirmed that upon receipt of the said sum of Rs.5,50,000/-, the petitioner would no longer be liable to pay them Rs. 5,000/- per month as was agreed-to in Settlement Agreement dated 22.10.2024 and that they would have no further claims against the petitioner arising from the subject FIR.

8. 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 considers it just and fair that *subject to* the petitioner paying the sum of Rs.5,50,000/- by way of a fixed deposit receipt drawn in favour of *respondent No.2 only*, in a nationalised bank initially for a period of 01 year, case FIR No. 469/2013 dated 06.11.2013 registered under sections 279/338of the Indian Penal Code, 1860 ('IPC') at P.S.: Vasant Kunj North, Delhi and all proceedings arising therefrom shall stand quashed and closed.

9. The petitioner is directed to comply with the aforesaid direction within 04 weeks from today, and upon complying with the aforesaid direction, the petitioner shall also no longer be liable to pay to respondents Nos. 2 & 3 the sum of Rs.5,000/- per month as was agreed-to by them under the settlement agreement.

10. Needless to add, respondent No.2 shall be entitled to deal with the money so paid in any manner she pleases, including by breaking the fixed deposit receipt or having it renewed as per her desire.

11. Respondents Nos. 2 and 3 are at liberty to file an appropriate application in the present matter if the petitioner fails to comply with the aforesaid direction.

12. The petition stands disposed-of in the above terms.

13. Pending applications, if any, also stand disposed-of.

ANUP JAIRAM BHAMBHANI, J

DECEMBER 20, 2024
V.Rawat