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

+ **CRL.M.C. 10042/2024**

RITESH DEVNANI

.....Petitioner

Through: Ms.Namrata Bhatnagar and
Ms.Shivani Kaushik, Advocates

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Ms.Kiran Bairwa, APP for the State
alongwith SI Mukesh Kumar, P.S.-
Domestic Airport
Ms.Isha Khanna, Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE DINESH KUMAR SHARMA

ORDER

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20.12.2024

CRL.M.A. 38495/2024 (Exemption)

Exemption allowed subject to just exceptions.

The application stands disposed of.

CRL.M.C. 10042/2024

1. The instant petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 and under Section 482 of the Code of Criminal Procedure, 1973 has been filed by the petitioner praying for quashing of FIR bearing No. 009/2022 for offences punishable under Sections 279/337 of Indian Penal Code, 1860 registered at Police Station Domestic Airport.
2. Briefly stated the facts of the case are that on 12.03.2022, an accident occurred due to which the Respondent No.2 suffered grievous



injuries. Subsequently, the aforesaid FIR was registered against the petitioner. Thereafter, on 01.08.2022, investigation was conducted and chargesheet was filed.

3. Learned Counsel for the petitioner submits that during the pendency of the proceedings, both parties have entered into a Memorandum of Understanding (MoU) dated 11.11.2024, on the following terms and conditions:-

“1. The First Party has agreed to pay, and the Second Party has agreed to accept a sum of Rs 2,00,000/- (Rupees Two Lakhs) (Settlement Amount) towards full and final satisfaction of all the claims of the Second Party arising from criminal case emanating from the FIR in question.

2. The First Party has agreed to move petition seeking quashing of the aforesaid FIR No. 009/2022, U/s 279, 328 IPC, PS Domestic Airport, Delhi, before the Hon'ble High Court of Delhi on or before 30.11.2024. The Second Party has agreed to cooperate in quashing of the FIR No. 009/2022 U/s 279, 328 IPC, PS Domestic Airport, Delhi and take all necessary steps required for the same including filing of the affidavits, giving his No Objection and shall also assure his presence before the Hon'ble Delhi High Court at the time of hearing of the matter.

3. Both the parties have agreed that the said Settlement Amount of Rs 2,00,000/- shall be paid by the First Party to the Second Party by way of DD drawn in the name of the Second Party i.e, Vikas Chand Soni, at the time of quashing of the FIR No 009/2022, dated 12.03.2022, PS Domestic Airport before the Hon'ble High Court of Delhi.

4. It is further agreed by the Parties that they shall request the Hon'ble High Court to quash the said FIR No 009/2022, dated 12.03.2022, PS Domestic Airport in view of the present Settlement Agreement.

5. The parties agree that the present Settlement Agreement has been entered into without prejudice to the rights and contentions of Second Party in receiving the claim from



insurance company in MACT/1275/2022 which is pending before MACT, South-West, Dwarka, Delhi.

6. Both the Parties confirm that no other case has been filed by them against the other and in an event, it is found that any judicial, quasi-judicial or administrative proceeding has got initiated which is not stated herein, then the Party on whose complaint the proceedings got initiated shall withdraw the same promptly.

7. It is further agreed that they shall not file any fresh complaint/case hereafter against each other regarding the present dispute in future also.

8. The Parties undertake to extend full cooperation to each other in order to achieve the objectives of this Settlement Agreement.

9. The Parties further agree that the present Settlement Agreement has been read over by both the parties and they have agreed to the present terms after thoroughly reading and understanding the same mutual irrevocable voluntary consent without any force, coercion, misrepresentation, undue influence, pressure from any corner.

10. The present Settlement Agreement is being executed between the parties with their own free will, consent and without any pressure or coercion from any side or any quarter.”

4. Both the parties are present in Court and have duly been identified by the Investigation Officer. Today, as per the settlement, a cheque bearing DD No. 012504 dated 20.12.2024 drawn on HDFC Bank of Rs.2,00,000/- in the name of Vikas Chandra Soni is handed over to respondent No.2 in the Court. Respondent No. 2 submits that he has entered into the settlement voluntarily without any fear, force, or coercion. He further states that he has received the entire settlement amount and in view thereof has no objection if the present FIR and all the proceedings emanating therefrom are quashed.



5. Learned counsel for the petitioner states, at bar, that the cheque handed over to the respondent No.2 shall be duly honoured.
6. Issue notice. Learned APP for the State accepts notice and submits that there is no objection in quashing of the aforesaid FIR in terms of the settlement arrived at between the parties.
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 Cr.P.C. 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. The Courts have repeatedly held 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. In the case of ***Narinder Singh & Ors. V. State of Punjab &Anr.*** (2014) 6 SCC 466, it was inter-alia held that criminal cases having overwhelmingly and predominantly of civil character should be quashed when the parties have resolved their entire disputes among themselves. Therefore, in the present case, predominantly, it is a private dispute, and the parties have settled the matter.
10. Taking into account the totality of facts and circumstances of the case,



this Court considers that the parties have entered into an amicable settlement vide MoU dated 11.11.2024 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.

11. In view of the above, FIR bearing No. 009/2022 for offences punishable under Sections 279/337 IPC registered at Police Station Domestic Airport and all consequential proceedings emanating therefrom are quashed.

12. It is made clear that the settlement as recorded above shall not affect the proceedings before the learned MACT.

13. The present petition and pending application, if any, stands disposed of.

DINESH KUMAR SHARMA, J

DECEMBER 20, 2024

Dy/na..