



2025:DHC:4490



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

% **Date of decision: 27.05.2025**

+ **CRL.M.C. 356/2025**

SAURAV CHOUDHARY

.....Petitioner

Through: **Mr. Amrendra Kumar Choubey,**
Adv. along with petitioner.

versus

NCT OF DELHI & ANR.

.....Respondents

Through: **Mr. Raghuinder Verma, APP**
for State along with IO.
Respondent no. 2 through VC.

CORAM:

HON'BLE MS. JUSTICE SHALINDER KAUR

SHALINDER KAUR, J (ORAL)

CRL.M.A. 1771/2025 (Exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

CRL.M.C. 356/2025, CRL.M.A. 1772/2025

3. The present petition has been filed by the petitioner under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, seeking to quash the FIR No. 323/2018 dated 21.06.2018 for offences under Sections 279/338 of the Indian Penal Code, 1860 ("IPC"), registered



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at Police Station Dabri (“subject FIR”) and all the consequential proceedings arising therefrom.

4. The learned counsel for the petitioner submits that the complainant/respondent no. 2 has lodged the subject FIR pursuant to an accident that occurred on 16.06.2018, wherein the respondent no. 2 was hit by a car allegedly driven by petitioner, resulting in a hairline fracture in ankle of the respondent no. 2. He submits that the Chargesheet has been filed before the Trial Court and the trial is at the stage of prosecution evidence. He further submits that Section 338 of the IPC has already been compounded by the learned Trial Court *vide* Order dated 09.01.2025 and only Section 279 IPC remains now.

5. The learned counsel further submits that during the pendency of trial, with the intervention of family members, relatives, and mutual acquaintances, the parties have arrived at an amicable and voluntary resolution of all disputes persisting between them. Consequently, the parties have arrived at a mutual agreement *vide* Memorandum of Understanding (“MoU”) dated 09.01.2025.

6. The present petition is premised on the aforesaid assertion that the dispute *inter se* the parties stand amicably resolved, of their own volition, uninfluenced by any coercion, compulsion or undue inducement. In furtherance thereof, a MoU dated 09.01.2025 has been duly executed between the petitioner and the respondent no. 2.

7. It is further submitted that, in terms of the said Settlement, the respondent no. 2 has agreed to co-operate with the petitioner to get the subject FIR quashed and the petitioner has undertaken to pay an



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amount of Rs. 50,000/- as compensation to the respondent no. 2 for the loss and damage suffered by him. Moreover, the parties have undertaken that there is no other case, emanating out of the said incident, is pending before any other Judicial fora. The MoU dated 09.01.2025 outlining the terms of settlement has been placed on record.

8. Pursuant to this Settlement, the Statement of the parties have been recorded by the Joint Registrar (Judicial) on 06.05.2025 and they have been duly identified by the Investigating Officer and their respective counsels. The respondent no. 2, in his statement before the Joint Registrar (Judicial), has stated therein, that he has no objection if the subject FIR and all the proceedings emanating therefrom is quashed.

9. Before this Court, the Investigating Officer has again identified the parties and they have confirmed that they are abiding by all the terms of the Settlement.

10. The respondent no. 2, who is present in court, upon being queried, confirms that he entered into the said MoU, out of her free will, without any coercion, force or undue influence and that he has withdrawn the litigations filed by him before different Judicial fora and no other litigation stands pending between the parties. Moreover he has received the entire amount of settlement of Rs. 50,000/- as mentioned in the said Settlement Agreement and that he has no objection if the subject FIR and all consequential proceedings arising therefrom are quashed.



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11. In view of the foregoing, the learned counsel for the parties, jointly prayed for quashing of the subject FIR.

12. The learned APP on behalf of the state submits that there is no objection if the subject FIR is quashed.

13. In view of these circumstances, in line with the law laid down by the Supreme Court in ***Gian Singh vs. State of Punjab & Anr.***: (2012) 10 SCC 303 as also in ***Narinder Singh & Ors. vs. State of Punjab & Anr.***: (2014) 6 SCC 466, this Court sees no reason why the subject FIR and all proceedings emanating therefrom should not be quashed. In light of the settlement between the contesting parties, continuing with the subject FIR and all subsequent proceedings would be a futile exercise and would not be conducive to peace and harmony between the parties.

14. In conspectus of the above facts and the MoU dated 09.01.2025, the subject FIR bearing No. 323/2018 dated 21.06.2018 for offences under Sections 279/338 of the Indian Penal Code, 1860, registered at Police Station Dabri and all consequential proceedings emanating therefrom, are hereby quashed.

15. The present petition is, accordingly, disposed of, in the aforesaid terms.

SHALINDER KAUR, J

MAY 27, 2025/ss/kp

[Click here to check corrigendum, if any](#)