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

+ **CRL.M.C. 6239/2024**

**RAMJAN KHAN**

.....Petitioner

Through: Mr. Arvind Kumar, Adv.  
Petitioner (through VC)

versus

**THE STATE NCT OF DELHI & ANR.**

.....Respondents

Through: Mr. Hitesh Wali, APP for State with  
SI Vatan Choudhary, PS Kotwali,  
Delhi  
Mr. Farhan, Adv. for respondent no.2  
with respondent no.2 in person.

**CORAM:**

**HON'BLE MR. JUSTICE VIKAS MAHAJAN**

**ORDER**

**17.02.2025**

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1. The present petition has been filed under Section 528 BNSS, 2023 seeking quashing of FIR No.170/2018 under Section 304-A IPC registered at Police Station Kotwali, Delhi and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.
2. Issue notice. The learned APP for the State accepts notice. He submits that since the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.
3. The petitioner has joined through VC whereas the complainant/respondent no. 2, who is father of the deceased is present in



Court. The parties have been identified by their respective counsel, as well as, by the Investigating Officer SI Vatan Choudhary, PS Kotwali, Delhi.

4. The case of the prosecution is that the work of construction of bridge over Yamuna river was in progress and the son of the respondent no.2 who was going back to his home after finishing his work fell into Yamuna river and died since there was no fender provided for adequate protection. This led to the registration of aforesaid FIR against the petitioner who is stated to be the contractor of the company namely, M/s Muskan Metalizing Company which was undertaking the construction work of the bridge.

5. During pendency of the proceedings, the parties had arrived at a settlement, terms whereof were reduced into writing in the form of Memorandum of Understanding dated 05.08.2024, which is annexed as Annexure P-5 in the present petition. As per the said MoU, the petitioner has agreed to pay a full and final settlement amount of Rs. 4 Lakhs to the respondent no.2.

6. On the basis of aforesaid MoU, the present petition was filed seeking quashing of the FIR. However, *vide* order dated 13.11.2024 this Court was of the opinion that the settlement amount agreed upon by the parties was not a just and fair compensation amount. Therefore, the parties were referred to mediation under the aegis of Delhi High Court Mediation & Conciliation Centre to resolve the matter with a revised compensation amount on the lines of compensation payable under the Motor Vehicles Act, 1988.

7. During the mediation proceedings under the aegis of Delhi High Court Mediation and Conciliation Centre, it transpired that the NHRC had directed the Northern Railways, Union of India to pay a sum of Rs. 3 Lakhs to respondent no.2 for the death of his son. The said sum stood deposited



with this Court in terms of the order dated 19.07.2022 passed in W.P.(C) 1246/2022.

8. In the mediation, the parties agreed on a full and final settlement amount of Rs. 8 Lakhs inclusive of the previous amount of Rs. 4 Lakhs and Rs. 3 Lakhs already deposited by the Union of India. That apart, further amount of Rs. 1 Lakh was agreed to be paid by the petitioner to the respondent no.2. The Settlement Agreement dated 07.02.2025, arrived at before the Delhi High Court Mediation and Conciliation Centre, is on record.

9. The learned counsel appearing on behalf of the petitioner submits that the entire settlement amount of Rs. 8 Lakhs stands paid.

10. The respondent no.2, who is present in Court, affirms the factum of settlement and acknowledges having received the full and final settlement amount of Rs. 8 Lakhs. He submits that he is satisfied with the settlement amount and has no objection in case the FIR is quashed.

11. At this stage, apt would it be to refer to the observations of the Supreme Court in *Gian Singh v. State of Punjab*, (2012) 10 SCC 303: (SCC p. 340, para 58)

*“58. Where the High Court quashes a criminal proceeding having regard to the fact that the dispute between the offender and the victim has been settled although the offences are not compoundable, it does so as in its opinion, continuation of criminal proceedings will be an exercise in futility and justice in the case demands that the dispute between the parties is put to an end and peace is restored; securing the ends of justice being the ultimate guiding factor.”*

12. In the present case, perusal of the chargesheet reveals that a copy of



enquiry report dated 19.08.2019 prepared by Dy. Chief Engineer Bridge Line, Tilak Bridge, New Delhi was handed over by the petitioner herein to IO. The said enquiry report mentions that work of providing steel fencing having height of 2400 mm on that part of the bridge where the accident occurred had already been completed on 12.05.2018, whereas, the unfortunate incident happened on 09.06.2018. The chargesheet further reveals that the place from where the petitioner fell down from the bridge did not have any grill. So, possibility of grills being stolen subsequent to completion of work cannot be ruled out, which as a corollary also negates the possibility of negligence on part of the petitioner's company.

13. Even otherwise, in view of the settlement between the parties, as well as, on account of aforementioned facts, the ultimate chances of conviction in the case are bleak, therefore, continuation of criminal proceedings will not serve any useful purpose and it will be an exercise in futility.

14. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.

15. Consequently, the petition is allowed and the FIR No.170/2018 under Section 304-A IPC registered at Police Station Kotwali, Delhi alongwith all other proceedings emanating therefrom, is quashed.

16. The petition stands disposed of in the above terms.

**VIKAS MAHAJAN, J**

**FEBRUARY 17, 2025**

**N.S. ASWAL**