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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ CRL.M.C. 9525/2024 & CRL.M.A. 36574/2024
DHANANJAY MEHTAPetitioner

Through: Mr. Raj Kumar and Mr. Ankit
Choudhary, Advs.

versus

STATE GOVT. OF NCT OF DELHI AND ANR.Respondents

Through: Mr. Ajay Vikram Singh, APP for
State with SI Sheetal, PS. Hauz Khas.
Mr. S.K. Shukla, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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15.01.2025

CRL.M.A. 36575/2024 (exemption)

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

CRL.M.C. 9525/2024

3. The present petition has been filed under Section 528 BNSS, 2023 seeking quashing of FIR No.459/2020 under Sections 279/337 IPC registered at Police Station Hauz Khas and all consequential proceedings emanating therefrom on the ground that the parties have arrived at a settlement.

4. Issue notice. The learned APP for the State accepts notice. He submits that since the FIR is an outcome of an accident and the parties have arrived at a settlement, the State has no objection in case the FIR in question is quashed.

5. The petitioner, as well as, respondent no. 2, who are present in Court and they have been identified by their respective counsel, as well as, by the



Investigating Officer SI Sheetal, PS. Hauz Khas.

6. The brief facts of the case are that the FIR was registered alleging that the petitioner was driving a car bearing No. DL 3CCE 1606, Toyota Etios Liva (White Colour) which hit the bicycle of respondent no.2, as a result of which the respondent no.2 suffered injuries.

7. During the pendency of proceedings, the parties have arrived at a settlement, terms whereof have been reduced in writing in the form of Compromise Deed dated 10.11.2024, which is annexed as Annexure C to the present petition.

8. It is a term of the settlement between the parties that the petitioner shall pay a total sum of Rs.1.10 lacs to the respondent no.2 towards full and final settlement of all his claims. The entire amount of Rs.1.10 lacs has been paid to the respondent no.2 by the petitioner in the manner as mentioned in the Settlement.

9. It is also a term of the settlement that the parties shall cooperate with each other in quashing of the aforesaid FIR.

10. The receipt of entire amount of Rs.1.10 lacs is acknowledged by the respondent no.2, who is present in court. On a query put by the Court, he states that he 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 view of the settlement between the parties, 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.
13. It is, thus, in the interest of justice that the present FIR and all the other proceedings emanating therefrom be quashed.
14. Consequently, the petition is allowed and the FIR No.459/2020 under Sections 279/337 IPC registered at Police Station Hauz Khas alongwith all other proceedings emanating therefrom, is quashed.
15. The petition stands disposed of in the above terms.
16. Order be uploaded on the website of this Court.

VIKAS MAHAJAN, J

JANUARY 15, 2025/dss