

(2023) 05 DEL CK 0446

In the Delhi High Court

Case No : Criminal Miscellaneous Case No. 6914 Of 2022

Vinay Hans

APPELLANT

Vs

State (Nct Of Delhi) And Ors.

RESPONDENT

Date of Decision : 12-05-2023

Acts Referred:

Indian Penal Code, 1860 — Section 287, 304A
Code Of Criminal Procedure, 1973 — Section 482

Citation : (2023) 05 DEL CK 0446

Hon'ble Judges : Dinesh Kumar Sharma, J

Bench : Single Bench

Advocate : Ankit Rathi, Digam Singh Dagar

Final Decision : Disposed Of

Judgement

Dinesh Kumar Sharma, J

1. The present petition has been filed under section 482 of Cr.P.C. for quashing case FIR No. 0377/2022 under Section 287/304A IPC registered at P.S. Vijay Vihar, New-Delhi.

2. The FIR was lodged on the statement of SI Rajiv Kumar/ complainant. The brief facts of the case are that respondent no. 4 Mr. Asif was working as a helper for the petitioner and was injured during an incident. On humanitarian grounds the petitioner took care of all the medical treatment and compensated respondent no. 4. The matter was also settled amicably. The deceased Sh. Deepak Singh Rana is son of respondent no. 2 & 3 and was working as a helper for the petitioner and was employed by the petitioner on 12.05.2022. He worked for 9 days for the petitioner. The deceased died due to electric shock while fitting the Flex Board. The petitioner tried hard to save the life of the deceased but could not succeed. The petitioner even before the incident took place has helped the deceased and his family by providing monetary help. As now the disputes have been settled amicably the total compensation fixed was Rs. 3,46,000/-

(Rupees Three Lakh Forty Six Thousand Only). It is pertinent to mention here that there exists two settlement deeds between the parties.

3. The settlement deed dated 20th October 2020 was entered between Sh. Vinay Hans/Petitioner and respondent no. 4 with the following terms and conditions:-

"1. That both, FIRST PARTY and SECOND PARTY are citizens of REPUBLIC OF INDIA and their nationality is INDIAN.

2. That both, FIRST PARTY and SECOND PARTY are of absolute sound-mind and fully competent and wilfully signing this Compromise/Settlement Deed.

3. That the FIRST PARTY has already paid for the treatment and medical bills of the SECOND PARTY. The SECOND PARTY does not required any further compensation from the FIRST PARTY and the SECOND PARTY agreed to compromise for the same.

4. That after execution of this Compromise/Settlement Deed, both PARTIES shall not file any case against each other. Further no claim will stand due against each other in future. Whereas the SECOND PARTY will not be entitled for any further compensation in future against the above mentioned FIR.

5. That Both Parties are now interested in to continue their Cordial Relation.

6. That both the PARTIES hereby mutually agreed upon the terms and conditions set-forth in this Compromise/Settlement Deed which is understood to them in vernacular.

7. That on execution of this Compromise/Settlement Deed both the PARTIES shall abide by the terms and condition set-forth and if any of the PARTY breaches it, the other PARTY shall be entitled to take appropriate legal actions against the PARTY breaching this agreement."

4. The second settlement deed was entered between Sh. Vinay Hans and respondent no. 2 and 3 on 29th July,2022 with the following terms and conditions:

1. That both, FIRST PARTY and SECOND PARTY are citizens of REPUBLIC OF INDIA and their nationality is INDIAN.

2. That both, FIRST PARTY and SECOND PARTY are of absolute sound-mind and fully competent and wilfully signing this Compromise/Settlement Deed.

3. That the total compensation amount stands Rs 3,46,000/- out of which Rs 96,000/- already paid to the deceased which shall be treated as compensation and Rs 2,90,000/- will be paid to the SECOND PARTY as full and final settlement amount against the FIR lodged and the SECOND PARTY agreed to compromise for the same.

4. That the FIRST PARTY will pay the said amount via 2 (Two) Demand-Drafts amounting Rs. 1,25,000/-(Rupees One Lakh Twenty five Thousand Only) each,

one in the name of SH. SADLU S/o SH. BIRJ BHUSHAN R/o Ailiparsauli, Gonda, Uttar Pradesh 271402 holding account no. 90461700004234 and another in the name of SMT. ROOPA W/o SH. SADLU R/o Ailiparsauli, Gonda, Uttar Pradesh 271402 holding account no. 90460100014937.

5. That the FIRST PARTY will hand over the said Demand- Drafts to the SECOND PARTY at the time of quashing of the FIR in the Court.

5. However, learned counsel for the petitioner submits that they will not deduct the amount which they have already paid and handed over two demand drafts bearing DD No. 074626 dated 22.02.2023 in the name of RUPA for Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) drawn from Bank of Baroda and DD No. 074622 dated 22.02.2023 in the name of SADLOO for Rs. 1,25,000/- (Rupees One Lakh Twenty Five Thousand Only) drawn from Bank of Baroda. In addition to this Rs. 96,000/-(Rupees Ninty Six Thousand Only) have been paid in cash.

6. The Respondent Asif states that he has entered into the settlement without any fear, force or coercion. It is also stated that complainant has entered into settlement amicably and does not want to continue with the present petition and FIR No. 0377/2022 under Section 287/304A IPC registered at P.S. Vijay Vihar, New-Delhi, and be quashed.

7. IO is present in the court today and has duly identified the parties.

8. Section 482 Cr.P.C. pre-supposes three circumstances under which the inherent jurisdiction may be exercised, i.e., (i) to give effect to an order (ii) to prevent the abuse of the process of court and (iii) to otherwise secure the ends of justice. The court while exercising the power under Section 482 Cr.P.C. does not function as a court of appeal or revision. The powers under Section 482 Cr.P.C., are of wide plenitude but have to be exercised sparingly with caution and only in the event when aforesaid three conditions are satisfied. The object behind the exercise of such power should be to do real and substantial justice for the administration of which the courts exist.

9. It has been repeatedly held by the Hon'ble Supreme Court and this court that when the chances of an ultimate conviction are bleak and, therefore, no useful purpose is likely to be served by allowing a criminal prosecution to continue, and where the court may be of the opinion that a settlement between the parties would lead to better relations between them, the court may exercise power under section 482 CrPC for quashing the proceedings or the complaint or the FIR as the case may be.

10. I consider that there would be no purpose of continuing with the proceedings. The parties have amicably settled the matter. In the view of the above stated facts and circumstances, FIR No. 0377/2022 under Section 287/304A IPC registered at P.S. Vijay Vihar, New-Delhi and all the other proceeding emanating therefrom are Quashed.

11. The present petition stands disposed of.