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

% ***Date of Decision: 04.11.2026***

\# **CNR No.DLHC010167942026**

\+ **CRL.M.C. 3057/2026, Crl.M.A.12463/2026**

SACHIN JAYANT .....Petitioner

Through: Mr. Manoj Loomba and Mr. Vansh Chawla, Advocates.

versus

STATE NCT OF DELHI AND ORS .....Respondents

Through: Mr. Hemant Mehla, APP for the State along with Mr. Mohd. Naved and Mr. Mayank Chaudhary, Advs.
Respondent Nos.2 and 3 in person.

CORAM:
HON'BLE MR. JUSTICE SACHIN DATTA

SACHIN DATTA, J. (*Oral*)

1. By way of the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), the petitioner seeks quashing of FIR No. 344/2021 dated 05.10.2021 under Sections 279/337/427 of the Indian penal Code, 1860 (IPC) and Section 185 of the Motor Vehicles Act, 1988, registered at P.S. Kishan Garh, New Delhi, and all consequential proceedings emanating therefrom.

2. The present petition has been filed on the basis of a settlement arrived at between the parties.

3. The factual conspectus of the matter is that the respondent nos. 2 and 3 are Police Constables, posted at P.S. Kishan Garh. On the intervening night of 4.10.2021 and 05.10.2021, at about 01:45 A.M., the aforesaid persons were on duty in the official Gypsy bearing No.DL-1CU-8011 on

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Aruna Asaf Ali Road near Fortis Hospital, when a White Duster car bearing No.DL-8CAK-5494 driven by the petitioner hit the official Gypsy from behind. The Gypsy got damaged and the respondent nos.2 and 3 were injured. The said injuries were opined to be simple.

4. The subject FIR was registered on the statement of the respondent no.2. Upon completion of investigation, the chargesheet was also filed.

5. The respondent nos.2 and 3 filed claim petitions before the Motor Accident Claims Tribunal (MACT), Patiala House Courts, New Delhi. *Vide* order dated 29.04.2025, the learned MACT referred both matters to mediation.

6. The matters were settled during the course of mediation under the aegis of the Delhi Mediation Centre, Patiala House Courts, New Delhi, *vide* settlements dated 09.07.2025 in Med. Case Nos.903/2025 and 904/2025. Under these settlements, the petitioner agreed to pay Rs.45,000/- to each of the respondent nos.2 and 3.

7. The settlement proceedings before the Mediation Centre which record the background of the case, as also the settlement, have been filed as Annexure-F (Colly) to the present petition. The relevant portion of the settlement in Med. Case No.903/2025 (the terms in Med. Case No.904/2025 being identical) reads as under:

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2. **Background of the case:**

As per MACT case, Mr. Ran Singh injured / petitioner had met with a road accident by offending vehicle bearing registration no. **DL 8 CAK 5494 on 05.10.2021** in which in he had sustained simpleinjuries. The offending vehicle was being driven by respondent Mr. Sachin Jayant. In this respect **FIR no. 344/21** dated 05.10.2021 was registered at PS Kishangarh.

3. **Mediation proceedings:**

After introducing and explaining the concept and benefits of mediation, the matter has been discussed with the parties in joint as well as single sessions on various dates.

4. **Connected cases:**

There is one connected case details of which is as under:

(a) State Vs. Sachin Jayant, bearing FIR no. 344/21 dated 05.10.2021, PS Kishangarh in which chargesheet has already been filed and the same is pending before the court of Ld. JMFC-02, PHC, NDD wherein next date of hearing is 30.07.2025.

5. **Terms of settlement:**

(5.1) The present matter has been amicably settled among the petitioner and the Respondent Sachin Jayant has agreed to pay a total sum of **Rs. 45,000/- (Rupees Forty Five Thousand Only)** to the petitioner towards full and final settlement of the above said case.

(5.2) It is agreed between the parties that the respondent shall pay an amount of Rs. 30,000/- to the petitioner on NDOH before the Ld. Referral Court i.e. on **15.07.2025**.

(5.3) It is agreed between the parties that the respondent shall pay the remaining settlement amount of **Rs. 15,000/- (Rupees Fifteen Thousand Only)** to the complainant at the time of quashing of the FIR bearing no. 344/21 dated 05.10.2021, PS Kishangarh before the Hon'ble High Court of Delhi which is to be filed on or before 28.08.2025. However, the parties understand that it is the discretion of the Hon'ble High Court to quash or not to quash the abovementioned FIR.

6. **No liability:**

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After receipt of the settlement amount of **Rs. 45,000/- (Rupees Forty Five Thousand Only)** as per above settlement, no claim shall remain due against the respondent in respect of present MACT case pending as well as the criminal case pending.

7. **Default:**

In case of default/delay in payment of the settlement amount, the respondent shall be liable to pay the said default amount with interest at the rate of **12% per annum** from the date of this settlement.

8. **Award:**

In view of the present settlement between the parties, the parties shall request the Ld. Referral Court to dispose of the petition / DAR by passing award in terms hereof.

9. **Free consent of the parties:**

The parties have gone through the terms herein before recorded and have confirmed and verified the same to be correct and confirm that they are signing this settlement deed without any threat, pressure, coercion or undue influence from any quarter. Both sides undertake to abide by these terms i.e. Hindi.

10. **Breach:**

The parties understand that breach of the terms of this settlement shall invite action for Contempt of Court against them by the opposite side, in an appropriate Court.

8. Today, the respondent nos.2 and 3 are present in Court. They have been duly identified by the Investigating Officer. They state that the dispute has been settled and they have received the requisite compensation amount. They have no objection to quashing of the subject FIR.

9. Learned counsel for the petitioner submits that since the dispute has been settled, continuation of the proceedings would serve no purpose.

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10. I have given my thoughtful consideration to the matter.

11. In the facts and circumstances of the present case, the present petition deserves to be allowed.

12. It is noticed that the injuries to the respondent nos.2 and 3 are simple in nature. They have been duly compensated under the MACT settlement and have affirmed the same before this Court.

13. As regards Sections 279/337 IPC, the persons affected are the injured respondent nos.2 and 3, who have settled the matter with the petitioner. However, as far as the allegation under Section 427 IPC is concerned, the damaged vehicle is a government PCR Gypsy, and the loss is thus caused to the State and not to the respondent nos.2 and 3. However, it is pointed out by the learned counsel for the petitioner that the necessary repair costs of the said Gypsy were borne by the petitioner. Learned APP for the State is unable to refute the same.

14. In any event, the petitioner is also agreeable to be subject to such further cost/s as may be deemed fit by this Court.

15. Damage to Government property does not, by itself, preclude quashing on the basis of a settlement. In ***Mahesh Kumar & Anr. v. State of NCT of Delhi & Ors.***, CRL.M.C. 3289/2025, decided on 26.02.2026, a Coordinate Bench of this Court quashed an FIR registered, *inter alia*, under Section 427 IPC for damage caused to a Government vehicle, observing as under:

> *14. The present case arises out of a sudden altercation between two sets of persons engaged in their respective vocations at ISBT Anand Vihar, one side being porters and the other being a bus driver employed with the Uttar Pradesh State Road Transport Corporation and his associates. The incident appears to have stemmed from a misunderstanding regarding the loading and unloading of luggage, which escalated into a*

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> *scuffle, resulting in cross-allegations and registration of the aforesaid FIRs. The medical records placed on record indicate that the injuries sustained by the parties were simple in nature. The matter has been amicably settled between the parties, and the complainants have categorically expressed their desire not to pursue the proceedings any further. I do not discern any element of heinous criminality, or any other supervening public interest in the cross-proceedings being taken to their logical conclusion. In view of the settlement, the possibility of conviction appears remote, and continuation of criminal proceedings would serve no useful purpose. Rather, it would only perpetuate hostility between the parties and result in unnecessary expenditure of judicial time.*

16. Further, once the substantive offences no longer survive, the continuation of the proceedings would be an exercise in futility, especially given that the injuries caused were simple in nature and the injured persons have been compensated.

17. The ends of justice will be met by quashing the FIR subject to imposition of appropriate costs upon the petitioner.

18. Accordingly, the petition is allowed in the following terms:

i. FIR No.344/2021 and all proceedings emanating therefrom, are quashed *qua* the petitioner;

ii. The petitioner shall pay cost of Rs.35,000/- to the Delhi Police Welfare Fund. The petitioner affirms and undertakes that the said cost shall be paid within a period of four weeks from today; and

iii. The petitioner shall file an affidavit placing on record (i) the proof of payment of the aforesaid cost; and (ii) the proof of the payment of the invoice towards repair cost of the concerned Government vehicle.

19. The petition is disposed of in the above terms. Pending application also stands disposed of.

SACHIN DATTA, J

NOVEMBER 4, 2026/r

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