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

% *Date of Decision: 1st April, 2026*

+ CRL.M.C. 2391/2026 & CRL.M.A. 9768/2026 & CRL.M.A.
9769/2026

MANOJ KUMAR

.....Petitioner

Through: Mr. Vinit, Advocate.

versus

THE STATE (NCT OF DELHI) & ANR.

.....Respondent

Through: Mr. Sunil Kumar Gautam, APP for the
State with SI Abhishek Rana.

Mr. Praveen Rao, Advocate for R-2
along with R-2 (through V.C). Mr.
Aryan Raj Pal, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANOJ JAIN

J U D G M E N T (oral)

1. Petitioner herein seeks quashing of FIR No. 0594/2022 dated 18.11.2022, registered at Police Station Dwarka South, for commission of offences under Sections 279/337 IPC and Sections 146/196 of Motor Vehicles Act, 1988, along with all consequential proceedings arising therefrom, on the basis of compromise arrived at between the parties.
2. As per the bare allegation appearing in the FIR, on 17.11.2022, petitioner was returning to his home from Airport Palam on a motorcycle and while driving his motorcycle in a rash or negligent manner, he hit one pedestrian i.e. respondent No.2 herein. On account of such collision, respondent No.2 received simple injuries.



3. Charge-sheet has already been filed and the case is at the stage of Prosecution Evidence.

4. However, both the parties have entered into amicable settlement and the terms thereof are recorded in *Compromise Deed* dated 14.03.2026. As per terms of settlement, the respondent No.2 has agreed to accept Rs.5,50,000/- as full and final settlement with respect to all his claims arising out of the abovesaid accident.

5. Respondent No.2 has joined the proceedings through *video-conferencing* and he is duly identified by his counsel as well as by Investigating Officer.

6. When asked, respondent No. 2 reiterates the terms of abovesaid settlement. He states that he has agreed to accept a total sum of Rs.5,50,000/- as full and final settlement with respect to all the claims and would also withdraw his claim petition i.e. MACT Case No.371/2023. The Demand Draft of Rs.5,50,000/- drawn on Axis Bank in his name has been handed over to his counsel which has been duly accepted by him. He states that he has entered into the abovesaid settlement out of his own free will, without any coercion and influence from any corner whatsoever and therefore, he would have '*no objection*' if FIR in question is quashed.

7. Keeping in mind the overall facts of the case and the fact that parties have settled their all disputes amicably and respondent no. 2 does not want to pursue his complaint against petitioner herein, continuing with criminal proceedings would serve no useful purpose.

8. Accordingly, exercising inherent powers vested in this Court under Section 528 of *Bharatiya Nagarik Suraksha Sanhita, 2023*, it is deemed appropriate to quash the instant FIR.



9. Consequently, to secure the ends of justice, FIR No. 0594/2022 dated 18.11.2022, registered at Police Station Dwarka South, for commission of offences under Sections 279/337 IPC and Sections 146/196 of Motor Vehicles Act, 1988, along with all consequential proceedings arising therefrom, is, hereby, quashed subject petitioner depositing cost of Rs.10,000/- with *Dwarka Court Bar Association* within four weeks from today.

10. Original *Compromise Deed* alongwith the original affidavits of the parties, copies of which have been placed on record in the present proceedings, shall be submitted before the learned Trial Court within further two weeks.

11. The petition stands disposed of in aforesaid terms.

12. Pending applications also stand disposed of in aforesaid terms.

(MANOJ JAIN)
JUDGE

APRIL 1, 2026/ss/js