

248

**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**CRM-M No.20517 of 2015  
Date of Decision: 07.08.2015**

**VINAY KUMAR JAIN**

**.....Petitioner**

**Vs**

**STATE OF HARYANA & ANR**

**.....Respondents**

**CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH**

Present: None for the petitioner.

Mr. Ripu Daman, A.A.G., Haryana.

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1. *Whether Reporters of local papers may be allowed to see the judgment ?*
2. *To be referred to the Reporters or not ?*
3. *Whether the judgment should be reported in the Digest?*

**RAJ MOHAN SINGH, J. (Oral)**

Prayer made in this petition is for quashing of FIR No.34 dated 21.01.2013, under Sections 420, 406, 408 IPC, Police Station Gurgaon Sadar, District Gurgaon, on the basis of compromise dated 05.06.2015.

On 07.07.2015, following order was passed:-

*"Mr. Davinder Kumar Jain, Advocate appears on behalf of respondent No.2. Reply by way of affidavit filed on behalf of respondent No.2 is taken on record.*

*Prayer made in this petition is for quashing of FIR on the basis of compromise dated 05.06.2015.*

*Adjourned to 07.08.2015.*

*In the meanwhile, both the parties are directed*

*to appear before the Judicial Magistrate, Ist Class, Gurgaon on 16.07.2015 and the Magistrate, after recording their statements, shall submit its report with regard to genuineness of the compromise vis-a-vis number of accused persons involved in this case and whether any of the accused has been declared proclaimed offender or not, on or before the adjourned date.”*

Pursuant to aforesaid order, statement of Vijay Kumar Jain was recorded by the Additional Chief Judicial Magistrate, Gurgaon on 16.07.2015, endorsing the factum of compromise. According to terms and conditions of compromise an amount of Rs.5,53,902/- has been paid to complainant. Similar statement of Sunil Jain was also recorded to this effect, endorsing the factum of compromise and payment received by him to the tune of Rs.5,53,902/-.

Additional Chief Judicial Magistrate, Gurgaon vide her report dated 04.08.2015 has also pointed out this fact in the report that in terms of compromise a sum of Rs.5,53,902/- has been paid to the complainant Sunil Jain, Partner and authorised signatory of M/s Flockfabs India India, who was duly identified his lawyer.

This Court is of the opinion that in view of compromise between the parties, chances of conviction of the accused are remote and there is minimal chance of the witnesses coming forward to depose in support of prosecution version. In view of remote chances of conviction, it would be appropriate to exercise discretionary power of this Court under Section 482 Cr.P.C. to put an end to the controversy for all times to come. The compromise would

facilitate both the parties to live in peace and to maintain public tranquility and offence in question is personal in nature and does not involve any heinous and serious offence of any mental depravity, nor it involves any offence covered under Prevention of Corruption Act. Therefore, when possibility of conviction is remote and bleak, continuation of criminal proceedings would put the accused to oppression and prejudice. In such a situation the exercise of power to quash the proceedings would be in consonance with the provisions of law to meet ends of justice and to prevent unnecessary continuation of proceedings which may ultimately result in some unnecessary vagaries of criminal trial.

The State on notice, however, objects to the aforesaid course, but in order to prevent unnecessary continuation of criminal proceedings on the ground that there are bleak chances of conviction in the case, this Court is of the opinion that it would be in fitness of things to quash the proceedings on the basis of compromise.

Resultantly, FIR No.34 dated 21.01.2013, under Sections 420, 406, 408 IPC, Police Station Gurgaon Sadar, District Gurgaon and all the subsequent proceedings arising therefrom, are quashed.

August 07, 2015  
*Atik*

**(RAJ MOHAN SINGH)**  
**JUDGE**