

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

CRM-M-28451 of 2010 (O&M)
Decided on:-24.09.2015.

Jitendra Kumar Singh and another

.....Petitioners.

Versus

State of Haryana and another.

.....Respondents.

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA.

1. Whether reporters of local newspapers may be allowed to see judgment? Yes
2. To be referred to reporters or not? Yes
3. Whether the judgment should be reported in the Digest? Yes

Present:- Mr. Harinder Sharma, Advocate
for the petitioners.

Mr. Manish Bansal, DAG, Haryana.

HARI PAL VERMA, J. (ORAL)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of F.I.R. No.75 dated 12.5.2009 under Sections 323, 342, 506 and 498-A read with Section 34 IPC registered at Police Station Pinjore, District Panchkula (Annexure P-1) and all subsequent proceedings arising therefrom.

Learned counsel for the petitioners states that the petition bearing No.CRM-M-10204 of 2012 titled as “Hitesh Malhotra and another Versus State of Haryana and others” was preferred before this Court for quashing of the aforesaid FIR on the basis of compromise dated 9.3.2012. The said compromise is annexed in that petition as Annexure P-2 and copy of the same is annexed in this petition as Annexure A-1.

Learned counsel for the petitioners contends that the petitioners, namely, Jitendra Kumar Singh and Tarun Kumar Pahwa were duly

impleaded as respondents No.3 and 4 in CRM-M-10204 of 2012. He draws attention of this Court towards the compromise to show that the compromise dated 9.3.2012 was not restricted between the complainant Pranshu Garg and her husband Hitesh Malhotra and sister-in-law Ankita, but the same was applicable qua the petitioners Jitendra Kumar Singh and Tarun Kumar Pahwa as well. He refers to the terms of compromise, which are as under:

1. *That as First Party and Hitesh Malhotra of Second Party had no relations of any kind between themselves, it has been decided that First Party does not want to further prosecute the above said FIR pending in the Court at Panchkula against the Second Party and others.*
2. *That the said compromise has been executed by the parties above mentioned in order to live in peace and without any hatred and to live their respective lives respectfully.*
3. *That the parties to the present compromise are young in age and as First Party does not want to carry on with the prosecution of the above said FIR as they want to live and rise in their lives. It has been decided that none of them would interfere in each other's life in future.*
4. *That the Second Party has returned the amount of Rs.51,000/- (Rupees Fifty One Thousand only), by way of cash. The First Party acknowledges the receipt of the same. The Second Party has also returned to the First Party, her Educational and Institutional Certificates in original, along with her belongings in the shape of clothings etc. The First Party acknowledges the receipt of the same.*
5. *That since the execution of this compromise deed, there shall remain no ill-will or hatred between the parties and it has been decided that no party would file any complaint or counter complaint against each other in any court of law or any Police Authority after the execution of this present Compromise Deed and parties shall live peacefully and lead a respectable life in future.*

6. *That the present Compromise Deed has been executed between the parties above mentioned out of their free will, pressure, fear or coercion.*
7. *That the parties to the Compromise Deed shall remain bound by its terms.*
8. *That First Party shall make the statement in the Hon'ble High Court for quashing of the above said F.I.R.*

In witness whereof the parties above mentioned have signed the present Compromise Deed on this 9th day of March 2012, in the presence of following witnesses:

WITNESSES

*Sd/-
WITNESS No.1
(Shami)
H.No.1916, Basant Vihar Colony,
Kalka.*

*Sd/-
FIRST PARTY*

*Sd/-
WITNESS No.2
(Vinod Kumar Vij)
3/18 II Floor, Ramesh Nagar,
New Delhi-15.*

*Sd/-
SECOND PARTY*

The petitioners were also party in CRM-M-10204 of 2012 as respondents No.3 and 4. The compromise is not only qua Hitesh Malhotra and Ankita, rather, 'others' persons as well. Learned counsel for the petitioners submit that the 'others' persons include the petitioners in this petition, namely, Jitendra Kumar Singh and Tarun Kumar Pahwa.

Learned State counsel has opposed the present petition on the ground that in the said compromise, names of the petitioners have not been specifically mentioned and, therefore, the petitioners are required to face trial and to seek acquittal in the F.I.R.

I have heard learned counsel for the parties.

Notice of this petition was sent to the complainant-respondent No.2, who was served through her father for 9.2.2015, but, she has not opted to come forward to contest this petition, purportedly for the reason she has already compromised the matter with the main accused. Thus the contents of the present petition remain unrebutted. It can, therefore, be presumed that the complainant has no contest for the present petition.

There is no ambiguity in the terms of compromise which specifically refers to the compromise not only against the husband and sister-in-law, rather, “others” as well. Therefore, this Court has no hesitation to conclude that the present petition seeking quashing of the FIR is liable to be accepted, as the complainant has compromised the dispute with the petitioners as well. Once the compromise has been arrived at by the complainant and she is signatory to the same, the petitioners are not liable to face the trial.

In view of the above, this petition is allowed and F.I.R. No.75 dated 12.5.2009 under Sections 323, 342, 506 and 498-A read with Section 34 IPC registered at Police Station Pinjore, District Panchkula (Annexure P-1) and all subsequent proceedings arising therefrom is quashed, on the basis of compromise dated 9.3.2012 qua the petitioners herein as well.

September 24, 2015
Yag Dutt

(HARI PAL VERMA)
JUDGE