

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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Criminal Misc. No.M-36716 of 2014
Date of Decision: 2nd February, 2015

Angrej Singh and another

....Petitioners

Versus

State of Punjab and another

....Respondents

CORAM: Hon'ble Mrs. Justice Daya Chaudhary

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

Present: Mr. Aakash Singla, Advocate
for the petitioners.

Mr. T.N. Sarup, Addl. A.G., Punjab.

Mr. Ravish Bansal, Advocate
for respondent No.2.

DAYA CHAUDHARY, J.(Oral)

The present petition under Section 482 Cr.P.C. has been filed on behalf of petitioners, namely, Angrej Singh and Gurmej Singh for quashing of FIR No. 119 dated 15.04.2007, registered under Sections 365, 341, 447, 511, 427, 506, 148, 149, 323 IPC and 25/26 54/59 Arms Act, at Police Station Tripuri, District Patiala along with other proceedings arising from the said FIR on the basis of compromise arrived at between the parties.

Learned counsel for the petitioners submits that the dispute between the parties has been settled by way of compromise and a criminal shape has been given to the civil dispute. The father of the

petitioners, namely, Puran Singh entered into an agreement to sell dated 13.08.2004 with Bhupinder Singh and Harbhajan Singh qua land measuring 25 kanals 5½ marlas situated at village Jhill but the sale deed was not executed within stipulated period. Subsequently, two sale deeds were executed on 02.06.2005 and 27.02.2006 for land measuring 16 kanals. The dispute is with regard to remaining land measuring 9 kanals 5½ marlas. Two civil suits for permanent injunction were filed by father of the petitioners which were dismissed and thereafter, the appeals filed against both the orders were also dismissed. Learned counsel also submits that the present FIR is a counterblast of civil litigation. Thereafter, the matter has been settled with the complainant as father of the petitioners has agreed to transfer the remaining land measuring 9 kanals 5½ marlas to Bhupinder Singh and Harbhajan Singh for a total sale consideration of ₹ 1,65,00,000/- out of which ₹ 50,00,000/- has already been received on the date of compromise i.e. 14.10.2014 and the remaining amount is to be received after quashing of the said FIR.

Learned counsel for respondent No.2 submits that the present FIR was registered on the statement of complainant-Surinder Singh who is an employee of Harbhajan Singh and Bhupinder Singh. On perusal of the compromise deed (Annexure P-3), it reveals that a compromise has duly been signed by Bhupinder Singh and Harbhajan Singh as well as by Surinder Singh. The complainant-Surinder Singh has also tendered his separate affidavit dated 14.10.2014 which is annexed as Annexure P-4 with the petition wherein, it has been mentioned that he is an employee of Bhupinder Singh and Harbhajan Singh and has lodged the said FIR against Angrej Singh, Gurmej Singh

and Yadwinder Singh who are sons of Puran Singh. Yadwinder Singh has expired during the pendency of the proceedings and the other two accused, namely, Angrej Singh and Gurmej Singh are facing trial.

Notice of motion was issued on 30.10.2014 and the parties were directed to appear before the trial Court on 17.11.2014 for recording of their statements with regard to compromise. The trial Court was also directed to send a report as to whether the compromise arrived at between the parties is genuine and without any pressure from either side.

In response to the aforesaid direction, the parties have appeared before the learned Judicial Magistrate First Class, Patiala and accordingly their statements were recorded. A report has been sent by the Judicial Magistrate First Class, Patiala, wherein, the factum of compromise has been affirmed. The parties to the dispute have specifically stated that the compromise has been arrived at between them and now they do not want to proceed further with the proceedings. It has also been mentioned in the report that there are three accused in the said FIR and accused-Yadwinder Singh has died and his death certificate was placed on the file. It has also been mentioned therein that the compromise is as per their free will and without any pressure from either side. It has also been mentioned in the report that no P.O. proceedings are pending against the parties.

After hearing learned counsel for the parties and on perusal of the statements recorded by the Judicial Magistrate First Class, Sangrur, it is clear that the dispute between the parties has been settled.

Since the dispute between the parties has been settled by

way of compromise and the factum of compromise has also been affirmed by complainant-Surinder Singh. The compromise deed is signed by complainant-Surinder Singh as well as by Bhupinder Singh and Harbhajan Singh and the complainant has no objection in quashing of the FIR and other proceedings arising therefrom. The continuation of proceedings would be a futile exercise as the complainant is not going to support the case of the prosecution and that would not only be mere wastage of the time of the Court but it would also not be in the interest of both the parties. This Court has power to quash the proceedings on the basis of compromise.

In view of the compromise which is not only signed by the complainant but also by his employer, namely, Harbhajan Singh and Bhupinder Singh and the petitioners also undertake to comply with the terms and conditions of the compromise, the present petition is allowed and the impugned criminal proceedings arising out of FIR No. 119 dated 15.04.2007, registered under Sections 365, 341, 447, 511, 427, 506, 148, 149, 323 IPC and 25/26, 54/59 Arms Act, at Police Station Tripuri, District Patiala qua, petitioners, namely, Angrej Singh and Gurmej Singh are quashed.

02.02.2015
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(DAYA CHAUDHARY)
JUDGE