

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

**CRM-M No.38710 of 2014
Date of Decision: 12.05.2015**

PRITPAL MITTAL AND ORS

.....Petitioners

Vs

STATE OF U.T. CHANDIGARH & ORS

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Sunder Singh, Advocate with
Mr. Sudershan Goel, Advocate with
Ms. Rupinder Kaur, Advocate
for the petitioners.

Mr. Amandeep Singh Gill, Asstt. P.P. (UT), Chandigarh

Mr. M.S. Saini, Advocate
for respondents No.2 and 3.

- 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 is for quashing of FIR No.403 dated 22.9.2014 under Sections 420, 467, 468, 471 and 120-B IPC, P.S. City Manimajra, U.T., Chandigarh on the basis of compromise.

This Court vide order dated 23.01.2015 directed both the parties to appear before the Illaqa Magistrate on 7.03.2015. In pursuance to the said order both the parties appeared before the

Judicial Magistrate 1st Class, Chandigarh and got their statements recorded. Statement of Pritpal Mittal has been recorded to the effect that both the parties have entered into amicable settlement out of their free will without any threat or coercion. Compromise has been effected with the intervention of the respectables. Compromise amount of Rs.30 lacs is in custody of the Investigating Officer. The amount is payable to the complainant before the High Court at the time of the quashing of the FIR. Similarly, statement of complainant Kamal Kishore has also been recorded before the Judicial Magistrate on 07.03.2015. The complainant has also endorsed the factum of compromise, admitting the same having been executed with his consent. The compromise amount to the tune of Rs.30 lacs is stated to be in custody of the Investigating Officer which has not been handed over to him so far. The complainant pleaded no objection if the present FIR is quashed against the accused subject to releasing the draft of Rs.30 lacs to him.

Parties have entered into the compromise, the terms and conditions of the compromise have been duly incorporated in the compromise deed, the contents of which are reproduced as hereunder:-

“It has been settled between the parties that:

- 1. The accused persons will apply for quashing of the present FIR No.0403 dated 23.09.2014, under Section 420, 467, 468, 471, 120-B, 506 IPC, PS Manimajra, Chandigarh before the Hon’ble High Court for the states of Punjab and Haryana, Chandigarh within one week from today. In the mean time, the drafts for Rs.30 lacs will be handed over to the investigating officer of the case of police PS Manimajra to be kept in his custody.*

2. *That the complainant party shall appear before the Hon'ble High Court and shall render all help in getting the FIR quashed.*
3. *That in case, the accused do not file the quashing petition within stipulated time, the IO shall release the said drafts to the complainants.*
4. *That in case, the complainants do not cooperate in getting the FIR quashed, the drafts of Rs.30 lacs will be returned to the court for further disposal.*
5. *That the investigation officer on receipt of drafts of Rs.30 lacs shall make a proper fard and give a copy to each of the parties."*

After recording the statements of both the parties, Judicial Magistrate Ist Class, Chandigarh, vide his report dated 11.03.2015, also endorsed the factum of compromise and opined that the compromise in question is genuine, voluntary and is the outcome of volition and free will of the parties.

I have considered the matter. Both the parties have amicably settled their dispute and the amount of Rs.30 lacs in the form of six demand drafts each in the sum of Rs.5 lacs are in custody of the Investigating Officer.

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, object 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.

The amount of 30 lacs in custody of the Investigating Officer is ordered to be released in favour of complainant forthwith. Accordingly, the amount has been handed over to the complainants Kamal Kishore and Dildar Singh in the presence of their counsel Sh.M.S. Saini, Advocate. Photocopies of the drafts are being retained for record of this case.

Resultantly, FIR No.403 dated 22.9.2014 under Sections 420, 467, 468, 471 and 120-B IPC, P.S. City Manimajra, U.T., Chandigarh and all the subsequent proceedings undertaken in pursuance thereof stand quashed.

(RAJ MOHAN SINGH)
JUDGE

May 12, 2015
SwarnjitS