

In the High Court of Punjab and Haryana at Chandigarh

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Criminal Misc. No.M-37440 of 2014

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Date of decision:8.9.2016

Surjit Singh

.....Petitioner

v.

State of Punjab and another

.....Respondents

....

Coram: Hon'ble Mr. Justice Inderjit Singh

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Present: Mr. Kanwaljit Singh, Senior Advocate with Mr. Ajaivir Singh,
Advocate for the petitioner.

Mr. Varun Sharma, Assistant Advocate General, Punjab
for the respondent-State.

Mr. Bipan Ghai, Senior Advocate with Mr. Paras Talwar,
Advocate for the complainant-respondent No.2.

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Inderjit Singh, J.

This petition has been filed under Section 482 Cr.P.C. praying for quashing of FIR No.211 dated 14.11.2012 (Annexure-P.1) registered for the offences under Sections 406, 420 read with Section 34 IPC at Police Station City Kharar, District S.A.S. Nagar (Mohali) and all subsequent proceedings arising therefrom as continuation thereof would be a complete misuse and abuse of the lawful process as respondent No.2, having compromised the matter received the benefits of the compromise, has wriggled out of the same while the entire case is nothing but a civil dispute for rendition of accounts.

Notice of motion has been issued in this case.

Mr. Varun Sharma, learned Assistant Advocate General, Punjab has put in appearance on behalf of the respondent-State and Mr. Bipan Ghai, learned Senior Advocate assisted by Mr. Paras Talwar, Advocate has appeared for the complainant-respondent No.2 and contested this petition.

I have heard learned counsel for the parties and learned Assistant Advocate General, Punjab and have gone through the record.

At the time of arguments, learned senior counsel appearing for the private respondent admitted that a written compromise was effected between the petitioner and respondent No.2, a copy of which is Annexure-P.4. He also admitted that the cheques as per this compromise given to the respondent have been encashed, but he argued that the amount of ₹4 Lacs, which has been written as paid, has not been paid.

I have perused the compromise (Annexure-P.4). It has been agreed between the parties that it will be the responsibility of the second party to get the FIR quashed except for the above amount which has been mentioned and part of which has already been paid. There shall be no other amount due from the first party to the second party. In view of the compromise, it is admitted between the parties that ₹4 Lacs has been shown as paid in compromise (Annexure-P.4). Now that fact cannot be contested in these proceedings. The private respondent has already availed the benefit under the compromise. Now he cannot resile/wriggle out from the compromise after taking the benefit under the compromise.

Learned senior counsel for the petitioner in support of his case relied upon the law laid down in Sandip Somany v. State of Haryana and

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another, 2016 (2) Law Herald 1305; Maninder Kaur v. Gurinder Singh Dhillon, 2008 (2) R.C.R. (Criminal) 314; Ravinder Kumar Kohli and others v. State of Punjab and another, 2011 (5) R.C.R. (Criminal) 20 and Raj Kumar and others v. State of Punjab and another, 2016 (1) R.C.R. (Criminal) 60. I have gone through the law laid down in these judgments, which fully applies in the present case.

Keeping in view the above discussion and the law laid down in the above judgments, I find merit in the present petition and the same is allowed as continuation of subsequent proceedings is nothing but an abuse of the process of law and amounts to miscarriage of justice. Therefore, FIR No.211 dated 14.11.2012 (Annexure-P.1) registered for the offences under Sections 406, 420 read with Section 34 IPC at Police Station City Kharar, District S.A.S. Nagar (Mohali) and all subsequent proceedings arising out of the same are hereby quashed.

September 8, 2016.

(Inderjit Singh)
Judge

hsp

NOTE:	Whether speaking/reasoned:	Yes
	Whether reportable:	No