

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

CRM-M-417 of 2016
Date of decision: 25.05.2016

Ram Sarup

-----Petitioner (s)

V/s

State of Punjab and another

-----Respondent(s)

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

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.B.R.Pathania, Advocate for
Mr.Amit Dhawan, Advocate for the petitioners.

Mr. P.S.Madahar, AAG, Punjab.

Mr.Nitin Thatai, Advocate for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition is for quashing of FIR No.15 dated 12.01.2010 under Section 408 IPC, registered at Police Station Division No.6, Jalandhar, and all the consequential proceedings arising therefrom including charges framed against the petitioner under Sections 408, 465, 468 and 471 IPC, on the basis of compromise dated 12.12.2015 (Annexure P-2).

This Court vide order dated 29.03.2016 had directed the parties to appear before the Illaqa Magistrate/trial Court to get their statements recorded with regard to compromise and the Illaqa Magistrate/trial Court

was directed to submit its report qua the genuiness of the compromise.

Pursuant to the aforesaid order dated 29.03.2016, the parties have appeared before learned Judicial Magistrate Ist Class, Jalandhar and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has forwarded his report dated 26.04.2016 to the effect that the parties have willfully settled their differences and reached at a bona fide compromise without any pressure and the same is genuine.

Statement made by Brahmjeet Singh son of Sukhchain Singh, authorised signatory of M/s. Mahindra & Mahindra Financial Services Ltd., SCO No.33-35, 4th Floor Sector 34-A, Near Passport Office, Chandigarh, before the Magistrate on 11.04.2016, reads as under:-

“Stated that I have been authorised by complainant company to pursue the present matter, vide power of attorney executed in my favour. Complainant company has compromised the matter with accused Ram Sarup, S/o Jalam Ram, R/o 13/5, Shaheed Babu Labh Singh Nagar, Jalandhar in case FIR No.15 dated 12.01.2010 under Section 408 of IPC registered at Police Station Division No.6, District Jalandhar, by virtue of compromise deed is Ex. CA and copy of power of attorney is Ex. CB. The matter has been amicably settled for the sum of Rs.300000/-. Out of which Rs.150,000/- has already been paid by accused to complainant company and remaining sum of Rs.150,000/-has been received by me today in the court in shape of Bank Draft bearing No.'085223' dated 07.04.2016. I have entered into the compromise on behalf of complainant company, without any threat, inducement and coercion and without any pressure and with my free will. I do not want to proceed further with the proceedings in the court and in view of said compromise. I have no objection if the above said FIR is quashed by the Hon'ble High Court.”

Apart from the above statement made by authorized signatory of complainant company i.e. respondent no.2, whereby he has shown no objection to the FIR being quashed, there is nothing on record to doubt the genuineness of the compromise, as arrived between the parties. Thus, no useful purpose would be served to continue with the proceedings in the instant FIR.

Learned counsel for respondent No.2 does not dispute the factum of compromise entered into between the parties.

Learned counsel for the State has also not disputed the factum of compromise arrived at between the parties.

Accordingly, following the principles laid down by the Full Bench judgment of this Court in **Kulwinder Singh and others v. State of Punjab and another, 2007 (3) RCR (Criminal) 1052 (P&H)**, as approved by the Hon'ble Supreme Court in **Gian Singh vs. State of Punjab and others, (2012)10 SCC 303**, this petition is allowed and FIR No.15 dated 12.01.2010 under Section 408 IPC, registered at Police Station Division No.6, Jalandhar, and all the consequential proceedings arising therefrom including charges framed against the petitioner under Sections 408, 465, 468 and 471 IPC, are quashed, qua the petitioner, in view of the compromise dated 12.12.2015 (Annexure P-2).

25.05.2016
Anjal

[HARI PAL VERMA]
JUDGE