

240.

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

CRR-3724-2015

Date of decision:11.11.2016

Ganesh @ Ganpat Singh

... Petitioner

versus

State of Haryana and another

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Amardeep Sheoran, Advocate,
for the petitioner.

Mr. Manish Bansal, DAG, Haryana,
for respondent No.1.

Mr. Vijay Kumar, Advocate,
for Mr. Sanjay Mittal, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

The petitioner has filed the present revision petition against the judgment dated 23.09.2015 passed by learned Additional Sessions Judge, Rewari whereby his appeal against the judgment of conviction dated 07.05.2012 and order of sentence dated 10.05.2012 passed by learned Judicial Magistrate Ist Class, Rewari was dismissed with modification in the order of sentence.

It is the case of the petitioner that on a complaint filed by respondent-complainant, namely, Virender Kumar under Sections 500, 501 IPC, petitioner was convicted for a period of 2 years for commission of offence punishable under Section 501 IPC. However, against the judgment of conviction dated 07.05.2012 and order of sentence dated 10.05.2012

passed by learned Judicial Magistrate Ist Class, Rewari, petitioner has filed an appeal before the learned Additional Sessions Judge, Rewari and vide judgment dated 23.09.2015, the appeal was dismissed with the modification in the order of sentence. Accordingly, the sentence awarded to the petitioner-accused by the learned trial Court was reduced and the petitioner was sentenced to undergo simple imprisonment for a period of 6 months.

Learned counsel for the petitioner states that in view of joint request made by the counsel for the parties, the matter was referred to Mediation & Conciliation Centre of this Court and the parties were directed to appear before the Mediation Centre on 15.03.2016. On 15.03.2016, parties had appeared before the Mediation Centre and a settlement has been arrived at between parties. The terms of settlement as arrived between parties read as under:-

“9. The following settlement has been arrived at between the parties hereto:

a) The first party-Ganesh @ Ganpat Singh undertakes to pay one time settlement amount of Rs.1,50,000/- (Rupees One Lac and Fifty Thousand only) to the second party Virender Kumar, who accepts the same. This amount would be payable by the first party in six equal installments of Rs.25,000/- (Rupees Twenty Five Thousand only) each, which are as under:-

i) That the first party shall pay first instalment of Rs.25,000/- (Rupees Twenty Five Thousand only) in the shape of demand draft to the second party on the date fixed before the Hon'ble High Court.

ii) Both the parties have further agreed that the first party shall pay balance five instalments of Rs.25,000/- (Rupees Twenty Five Thousand only) every month i.e. from June, 2016 to October, 2016 by way of demand drafts to the second party, who shall give a receipt in acknowledgment to the first party.

b) It has been further agreed by the parties that both the parties will pray to this Hon'ble High Court to dispose of/withdraw both the above-mentioned Revision Petitions on the basis of this settlement/agreement on the date fixed before this Hon'ble Court.”

Learned counsel for the petitioner further states that pursuant to the aforesaid order, the claim of the respondent-complainant has been satisfied and as on date, nothing is outstanding against the petitioner.

Learned counsel for the respondent admits the factum of compromise and fairly states that nothing is outstanding against the petitioner.

Learned counsel for the petitioner states that since the matter has been compromised between parties through the mediation proceedings and considering the interest of both the parties and the nature of litigation between them, it would not be in the interest of justice to allow the proceedings to continue. Therefore, the revision petition may be converted under Section 482 Cr.P.C. Reliance has been placed on the judgment of this Court in **Ranbir Singh Versus State of Punjab-2016(3) R.C.R. (Criminal) 773.**

Heard, learned counsel for the parties.

The case of the parties is required to be considered in the light of Section 501 IPC which reads as under:-

“Printing or engraving matter known to be defamatory.—Whoever prints or engraves any matter, knowing or having good reason to believe that such matter is defamatory of any person, shall be punished with simple imprisonment for a term which may extend to two years, or with fine, or with both.”

As per the said provision, the offence is non-cognizable and is triable by Magistrate of the 1st Class.

It is not disputed that by invoking mediation proceedings, parties have compromised the matter. The nature of dispute is not as such which may have wider ramification in the society. This Court in the case of

Ranbir Singh (supra) has quashed the proceedings arising from the

judgment of conviction and order of sentence. Para 5 of said judgment reads as under:-

“By exercising the powers provided under Section 482 Cr.P.C.; considering the interest of both the parties and also the nature of litigation between them, it would not be in the interest of justice to allow the proceedings to continue when a compromise has been arrived at between them. It has also been held by the Larger Bench of our own High Court in Kulwinder Singh and others vs State of Punjab and others, reported as **2007(3) RCR (Criminal) 1052**, that the High Court has wide power to quash the proceedings even in non-compoundable offences, notwithstanding the bar under Section 320 of the Criminal Procedure Code in order to prevent the abuse of the process of any Court or to secure the ends of justice. The observations made by the larger Bench in paras 28 and 29 are reproduced as under:-

“The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is “finest hour of justice.” Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the Court by exercising its powers under Section 482 Cr.P.C. in the event of a compromise, but this is not to say that the power is limited to such cases. There can never be any such rigid rule to prescribe the exercise of such power, especially in the absence of any premonitions to forecast and predict eventualities which the cause of justice may throw up during the course of a litigation.

The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice.”

Except above, no contra judgment has been shown by the respondent-State.

Therefore in the light of the aforesaid judgment and considering the fact that the offence alleged is not very serious in nature and

the petitioner has already suffered protected trial, culminated into a valid compromise, the present petition is allowed and the judgments passed by the courts below are set aside and the petitioner is acquitted of the charge framed against him.

(HARI PAL VERMA)
JUDGE

11.11.2016
sanjeev

Whether speaking/reasoned	Yes/No.
Whether Reportable:	Yes/No.