

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

1) CRM-M No. 16568 of 2017 (O&M)
Date of decision : 1.8.2017

...

Gurvinder Singh and others

.....Petitioners

vs.

State of Punjab and another

.....Respondents

2) CRM-M No. 16750 of 2017 (O&M)

...

Arvinder Singh and others

.....Petitioners

vs.

State of Punjab and others

.....Respondents

Coram: Hon'ble Mr. Justice H. S. Madaan

Present: Mr. Prateek Pandit, Advocate for the petitioners in
CRM-M-16568 of 2017, for respondents No. 2 to 5
in CRM-M-16750 of 2017.

Mr. Nitin Rampal, Advocate for the petitioners in
CRM-M-16750 of 2017, for respondent No.2 in
CRM-M-16568 of 2017.

Ms. Jaspreet Kaur, Assistant Advocate General, Punjab.

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H. S. Madaan, J. (Oral)

Vide this judgment, I propose to dispose of CRM-M-16568

of 2017 and CRM-M-16750 of 2017.

Gurvinder Singh and others have brought the CrI.M.16568 of 2017 under Section 482 Cr.P.C. for quashing of FIR No. 32 dated 21.4.2017, for offences under Sections 323, 325, 452, 506, 34 IPC, registered at Police Station Bhogpur, District Jalandhar, against them, alongwith consequential proceedings arising therefrom, on the basis of compromise, stated to have been effected between the parties. Whereas, Arvinder Singh and others have brought CrI.M.No.16750 of 2017 for quashing of cross version registered vide report No. 21 dated 23.4.2017 in the above said FIR under Sections 354-B, 323, 324, 506, 148, 149 IPC, on the basis of compromise between the parties.

When the petition came up for hearing, notice of motion was ordered to be issued. Then in light of the contention that parties have since effected compromise, they were directed to put in appearance before the trial Court/Illaq Magistrate to get their statements recorded with regard to compromise and the trial Court /Illaq Magistrate was directed to send a report to this Court.

Report has been received from Judicial Magistrate Ist Class, Jalandhar, in terms of which accused Gurvinder Singh, Gurvir @ Gunvir Singh, Satnam Singh and Amarjit Singh and complainant Arvinder Singh at whose instance present FIR was registered, have appeared. Complainant – Arvinder Singh suffered a statement in terms of which he has admitted to have entered into a compromise with all the accused, with the intervention of the respectable persons of the village and without any pressure, coercion and inducement,

from any other side. Further complainant has stated that he has no objection if the FIR in question is quashed by this Court. On the other hand, accused Gurvinder Singh, Gurvir @ Gunvir Singh, Satnam Singh, Amarjit Singh, Manpreet Singh, Baljinder Singh, Jaswinder Singh, Gurdial Singh and Bhupinder Singh and Manjit Kaur -complainant, at whose instance cross version in the abovesaid FIR was registered, also suffered their separate statements with regard to the factum of compromise. There is nothing on record to doubt the genuineness of the compromise so arrived at between the parties and the same is voluntary, without any pressure or coercion. It has been reported that no accused has been declared proclaimed offender in the FIR in question. Alongwith the report, statements of the complainant and all the accused, in original, have been annexed.

I have heard learned counsel for the parties, learned State counsel, besides going through the record.

Keeping in view the fact that the dispute between the parties has been resolved amicably, which appears to have been arrived at between them voluntarily without any threat or coercion and in terms of ratio of the authority reported as **Kulwinder Singh and others vs. State of Punjab and others** 2007 (3) RCR (Criminal) 1052, where in para 28, it has been held 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 of the 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 of the 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 compromise is in interest of peace and tranquility in the society and for such like reasons this Court can quash the FIR and ancillary proceedings exercising power under Section 482 Cr.P.C., it appears to be a fit case to exercise such powers.

Accordingly, both the petitions are allowed and the abovesaid FIR and its cross version, alongwith ancillary proceedings are hereby quashed.

(H.S. Madaan)
Judge

1.8.2017

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Whether speaking / reasoned
Whether reportable

Yes / No
Yes / No