

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

Sr. No.242

CRM-M No.38324 of 2012 (O&M)
Date of decision: 07.03.2017

Mohinder Singh and others

....Petitioners

versus

State of Punjab and another

....Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. H.S. Tuli, Advocate for
Mr. S.S. Rangi, Advocate
for the petitioners.

Mr. Kirat Singh Sidhu, DAG, Punjab.

Mr. H.S. Randhawa, Advocate
for respondent No.2.

* * *

DEEPAK SIBAL, J. (Oral)

The present petition has been filed under Section 482 Cr.P.C., seeking quashing of FIR No.211 dated 19.07.2012, registered under Sections 406, 420, 120-B IPC, at Police Station Tripuri, Patiala and all subsequent proceedings arising therefrom.

A perusal of the orders earlier passed by this Court show that on 31.05.2016, with an attempt to get the matter amicably settled, the matter was referred to the Mediation and Conciliation Centre of this Court, where an agreement was arrived at between the parties which reads as under:-

“1. Present is petition under Section 482 Cr.P.C. wherein the prayer is for quashing of FIR No. 211 dated 19.07.2012 registered at Police Station Tripari, Patiala under Sections 406, 420 and 120-B IPC which was filed at the behest of the second party.

2. The first party were owners in possession of the land measuring 32 Bighas situated within the revenue limits of village Baran, Tehsil and Distt. Patiala. Surjit Singh, Paramjit Kaur, Mohinder Singh, Hira Singh, Gurcharan Singh, Parneet Kaur, Satnam Singh and Gurbax Singh were all co-sharers. They negotiated for the sale of their respective shares with the second party and these negotiations culminated into the execution of three different sale agreements dated 20.06.2011 and 26.7.2011. After paying the earnest money, the balance amount was to be paid by the second party. However, the sale deed could not be executed which led to a dispute between the parties. This gave rise to multiple litigation between the parties. FIR No. 211 dated 19.07.2012 registered at Police Station Tripari, Patiala under Sections 406, 420 and 120-B IPC which was filed at the behest of the second party. The present petition for quashing of the FIR has been referred to the Mediation & Conciliation Centre.

*3. Both the parties have resolved to put an end to the entire litigation by way of a compromise dated 17.01.2017 (Photo copy annexed as **Annexure A-1**) whereby both the parties would get clear cut and demarcated land according to the Land Map of Village Baran, Patiala (**Annexure A-2**).*

4. That as per the terms and conditions of the compromise, both the parties have been adequately compensated. Henceforth, they would have no claim qua

each other as regards the land which was the subject matter of dispute now resolved by way of the enclosed compromise.

5. In light of the present compromise, it has been resolved between the parties that the first party either would file an application in the present pending petition praying for quashing of the FIR or in the alternative, file a fresh quashing petition for the same. Further the second party would give in his no objection for getting the same quashed and also the second party would have no objection if Power of Attorney Holder of anyone named as first party makes a statement on his behalf.

6. Either party undertakes to withdraw all the pending Civil and Criminal cases preferably on 31.01.2017 when some of these cases are listed for hearing in the Court Civil Judge (Sr. Divn.), Patiala or any case pending in any Court of Law so as to make it convenient for the Competent Court to pass a decree in the light of the compromise, thereby, implementing each and every term and condition of the said compromise.

7. That all the members of both the parties involved in the compromise dated 17.01.2017 have agreed that henceforth they shall abide by the above terms and conditions of the present Settlement/Agreement and shall not make any claim or file any cases against each other of any nature civil or criminal or otherwise.

8. That the present agreement has been signed without any coercion, force, undue pressure and fraud of any kind by both the parties in the presence of their parents, who have also signed the same as a token of their consent and concurrence and remain bound by the terms and conditions of the present compromise.

9. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.

10. The contents of this agreement have been read over and explained to both the parties in their own language and they have understood the same and in token of its acceptance, both the parties have put their signatures in presence of their counsel.

11. Photo copies of the Power of Attorneys are annexed herewith as Annexures A-3, A-4 and A-5.”

It is clear from the above that the parties have amicably resolved the matter and have agreed to taken certain steps in pursuance thereof including quashing of the FIR which is the subject matter of the present petition.

Learned counsel for the parties including the State admit to the afore-quoted agreement between the parties and in view thereof, learned counsel for the complainant as also State submit that they have no objection if the FIR is quashed.

The dispute between the parties is a private one and is at the initial stage of the trial.

In view of the matter having been settled between the parties, continuation of the proceedings in pursuance to the impugned FIR, in my opinion would be an abuse of the process of law and in terms of the law laid down by the Full Bench of this Court in *Kulwinder Singh and others versus State of Haryana and others*, 2007(3) RCR (Criminal) 1052, I deem it just and proper to allow the petition and resultantly quash the FIR No.211

dated 19.07.2012, registered under Sections 406, 420, 120-B IPC, at Police Station Tripuri, Patiala, and all proceedings arising therefrom.

(DEEPAK SIBAL)
JUDGE

March 07, 2017

Jyoti 1

- (i) Whether speaking/reasoned Yes/No*
- (ii) Whether reportable Yes/No*