

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

266

**CRM-M No.39695 of 2012
Date of Decision: 28.2.2017**

RAM TIRATH AND ORS

.....Petitioners

Vs

STATE OF PUNJAB AND ORS.

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr.F.S.Virk, Advocate for
Mr.Ashok Giri, Advocate,
for the petitioners.

Mr.A.S.Aulakh, AAG, Punjab.

Mr.Amit Dhawan, Advocate
for respondent No.2 and 3.

RAJ MOHAN SINGH, J. (oral)

Prayer in this petition is for quashing of FIR No.132 dated 21.6.2011 registered under Sections 420, 465, 467, 468, 471, 120-B IPC at Police Station Navi Baradari Jalandhar (Annexure P-1) as well as all the subsequent proceedings arising therefrom on the basis of compromise.

Initially, there was a compromise between the parties. Vide order dated 19.1.2017, both the parties were directed to appear before the Mediation and Conciliation Centre of this Court on 25.1.2017 as the parties were agreed that one

condition of the compromise can be re-visited. On the date fixed before the Mediation and Conciliation Centre, both the parties have arrived at a settlement on the following conditions:-

“6. (i) That mother of the parties who had expired on 04.09.2002 had owned a property at Jalandhar which was sold through General Power of Attorney on 06.10.2006 for a consideration of ₹ 6,00,000/- There was another property in Peer Muchhala (Zirakpur) which was owned by their later father Sh. B.K.Sharma and was sold by the second party in the year 2006 for a consideration of ₹ 2,85,000/-. There was no other property owned by the parents of parties apart from those mentioned above.

(ii) That as agreed in agreement dated 06.09.2012, the second party had paid 2/5th of the consideration money i.e. ₹ 3,54,000/- of both the properties as mentioned in sub para (i) of para No.6 above, to the first party i.e. to both the sisters an amount Rs.1,77,000/- to each sister.

(iii) That there is one plot measuring about 519 square yards located in the locality known as Shivpuri (near ITI), Yamunanagar which was owned by mother of the parties. As per agreement dated 06.09.2012, all the parties are joint owners of the said property.

This property i.e. the plot measuring 519 Sq. yards has been encroached upon by some Mandir. All the parties would take the steps to get the encroachment of this plot removed in accordance with law and as and when the encroachment is removed, the said property would be sold by all the parties and the sale proceeds would be shared equally amongst all the parties i.e. 1/5th each.

iv) That as per para No.3 of the previous agreement dated 06.09.2012 "There is another property i.e. residential house bearing No.3210, Sector 21D, Chandigarh. We are in occupation of the same. With the consent of both the parties i.e. we, three brothers and two sisters, the said property would be sold within a period of one year. We and the petitioners can suggest a customer and it would be sold to the buyer who pays higher price. Needless to mention that the sale proceeds of the said property would also be divided equally amongst the three brothers and the two sisters i.e. 1/5th ."

That the said property was not sold within a year as per the previous agreement due to unavoidable circumstances. Now the second party has agreed to give the physical possession of the first

floor of the said residential House No.3210, Sector 21-D, Chandigarh to the first party (two sisters) till it is not sold.

v) Now all the parties have agreed that as and when the said property i.e. H.No.3210, Sector 21D, Chandigarh will be sold, the sale proceeds of the said property would be divided equally amongst all the parties i.e. 1/5th each. That the said house will be sold with mutual consent of all the parties.

vi) That as per para No.4 of the previous agreement dated 06.09.2012, there was a bank locker in State Bank of India, Sector 7, Chandigarh in the name of father of all the parties. The dispute regarding the bank locker has been sorted out by all the parties and the articles found therein or the price thereof have been divided amongst all the parties in equal shares i.e. 1/5th each.

vii) That as per para No.6 of the previous agreement dated 06.09.2012, there was an account bearing No.120225 in Post Office, Sector 21, Chandigarh in the name of their father late Sh. B.K.Sharma. The dispute regarding the Post Office account has been sorted out by all the parties and the amount has been shared equally amongst all the parties i.e.

1/5th each.

(viii) That all type of litigation including Civil or Criminal between the parties will be withdrawn by the parties.”

Learned counsel for the petitioners has submitted that the FIR in question is liable to be quashed.

This Court is of the opinion that in view of compromise between the parties, chances of conviction of the accused are remote and there is minimal chance of the witnesses coming forward to depose in support of prosecution version. In view of remote chances of conviction, it would be appropriate to exercise discretionary power of this Court under Section 482 Cr.P.C. to put an end to the controversy for all times to come. The compromise would facilitate both the parties to live in peace and to maintain public tranquility and offence in question is personal in nature and does not involve any heinous and serious offence of any mental depravity, nor it involves any offence covered under Prevention of Corruption Act. Therefore, when possibility of conviction is remote and bleak, continuation of criminal proceedings would put the accused to oppression and prejudice. In such a situation the exercise of power to quash the proceedings would be in consonance with the provisions of law to meet ends of justice and to prevent unnecessary continuation of proceedings which may ultimately result in some

unnecessary vagaries of criminal trial.

Learned State counsel, however, objects to the aforesaid course, but in order to prevent unnecessary continuation of criminal proceedings on the ground that there are bleak chances of conviction in the case, this Court is of the opinion that it would be in fitness of things to quash the proceedings on the basis of compromise.

The compromise in question is fully in consonance with the guidelines framed in **Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Criminal) 1052** and **Gian Singh vs. State of Punjab and another 2012 (4) RCR (Crl.) 543.**

Resultantly, FIR No.132 dated 21.6.2011 registered under Sections 420, 465, 467, 468, 471, 120-B IPC at Police Station Navi Baradari Jalandhar (Annexure P-1) and all the subsequent proceedings arising therefrom, are quashed.

Petition stands disposed of.

**(RAJ MOHAN SINGH)
JUDGE**

February 28, 2017
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Whether Reasoned/Speaking

Yes/No

Whether Reportable

Yes/No