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

CRM-M No.1580 of 2018 (O&M)
Date of Decision: 27.03.2018

Ranjit Singh Kalra and another

....Petitioners

Vs

State of Haryana and another

.....Respondents

CRM-M No.12948 of 2018

Palvinder Singh

....Petitioner

Vs

State of Haryana and another

.....Respondents

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

Present: Mr. Sonpreet Singh Brar, Advocate,
for the petitioner(s).

Ms. Neelam Kashyap, D.A.G., Haryana.

Mr. P.S. Ahluwalia, Advocate,
for the complainant.

RAJ MOHAN SINGH, J.(Oral)

CRM-11365-2018 in CRM-M-1580-2018

For the reasons recorded in the application, the same
is allowed and the accompanying compromise is taken on
record, subject to just exception.

CRM-M-1580-2018 & CRM-M-12948-2018

1. Vide this common order, CRM-M No.1580 of 2018

titled 'Ranjit Singh Kalra and another vs State of Haryana and another' and CRM-M No.12948 of 2018 titled 'Palvinder Singh vs State of Haryana and another' are being disposed of on the basis of compromise dated 24.03.2018.

2. FIR No.0563 dated 02.11.2017 was registered under Sections 406, 420 IPC at Police Station Thanesar Sadar, Kurukshetra at the instance of the complainant namely Damandeep Singh.

3. The dispute is with regard to purchase of plot No.1018, Sector-77 of the area of 435 square yards in S.A.S. Nagar (Mohali). Both the parties had different versions and cross-versions in the context of bilateral obligations between them. Instrumentality of GMADA was also involved in relation to transfer of the aforesaid plot. Now with proper understanding, compromise dated 24.03.2018 has been effected between the parties on the following terms and conditions:-

“1. That the Second Party viz. Damandeep Singh has lodged complaint dated 27.07.2017 diary numbered on 29.07.2017 leading to FIR No.0563, dated 02.11.2017 registered under Section 406, 420 IPC at Police Station: Thanesar Sadar, Kurukshetra against the First Party, which as per this settlement agreement Second Party

will withdraw the same as well as his complaint and both parties will give the statement/affidavit before the Hon'ble High Court as well as the concerned courts wherever the presence of both the parties is required for the quashing of above said FIR.

2. That the First Party viz. Paramjit Singh has filed a Civil Suit bearing No.CS-418 of 2017 against the Second Party before the District Court in Mohali wherein the interim stay has been granted in favour of the First Party. As per this settlement agreement, the First Party will withdraw the said Civil Suit in its entirety and both the parties will give their statements/affidavits before the courts concerned and give their appearance as and when required for the said purpose.

3. That from today onwards there will be no dispute between both the parties and both the parties have ended the grievance between them regarding the dispute regarding plot No.1018 measuring 435 Sq. Yards, Sector 77, S.A.S. Nagar, Mohali and regarding the payment of

Rs.5.00 lacs which has been paid by the First Party to the Second Party has been sorted out and the First Party has relinquished their claim on the said Plot and the amount of Rs.5.00 lacs paid to the Second Party will remain with the Second Party. It is clarified that the amount of Rs.5.00 Lacs paid to the Second Party by the First Party stands forfeited and the First Party has no claim thereto whatsoever.

4. That now both the parties are bound to give statements in favour of each other before the Hon'ble Punjab and Haryana High Court, Chandigarh for quashing of above said FIR as well as withdrawing the Civil Suit pending before the Civil Judge (Sr. Division) Mohali. None of the parties will have any objection if in case Hon'ble High Court orders to quash the above said FIR.

5. It is hereby agreed that the First Party will execute a Letter/Affidavit to the effect that they have no claim, whatsoever, in respect of the Plot No.1018, Sector 77, Mohali and ensure that the same is duly submitted with GMADA. The said Letter/Affidavit as submitted with GMADA shall

be produced by the First Party before the Hon'ble High Court at the time of adjudication of the quashing petition filed for getting the FIR quashed on the basis of this Compromise.

6. It is further agreed that the First Party will also withdraw the abovementioned Civil Suit pending before the District Court in Mohali within 03 working days of quashing/cancellation of the FIR.

7. That both the parties do not have any dispute left between themselves and from today onwards they will not claim anything against each other.

8. That both the parties are bound to withdraw all the cases/complaints/applications filed against each other including any not mentioned here in above, pertaining to or arising out of the Plot No.1018, Sector-77, SAS Nagar, Mohali.

9. That both the parties are bound to obey the conditions of this compromise deed and if any of the party will back out from the conditions made in the settlement agreement or they will not appear or withdraw the cases against each other

then the affected party will have full right to claim the damages for the same as well as to re-instate suits/cases/FIR withdrawn by them at different forums.”

4. In support of aforesaid compromise, complainant has sworn an affidavit of even date i.e. 27.03.2018 endorsing the factum of compromise.

5. Both the parties have settled all the disputes. A civil suit pending between the parties is to be withdrawn within 03 days from the quashing of FIR in question.

6. An affidavit of Damandeep Singh dated 27.03.2018 to Estate Officer, GMADA and letter dated 27.03.2018 have been handed over to learned counsel for the complainant in the Court whereby the petitioner/petitioner(s) has/have relinquished his/their interest in the property in question.

7. Learned counsel for the petitioner(s) on instructions of his party undertakes to comply with the terms and conditions of the compromise meticulously and the petitioner(s) would withdraw the civil suit as per condition of the compromise i.e. within 03 days of quashing of FIR.

8. 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.

9. 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.

10. 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.**

11. Resultantly, FIR No.0563 dated 02.11.2017 registered under Sections 406, 420 IPC at Police Station Thanesar Sadar, Kurukshetra (Annexure P-1) and all the subsequent proceedings arising therefrom, are quashed.

12. Both petitions stand disposed of.

27.03.2018
jyoti

(RAJ MOHAN SINGH)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No