

202.

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

CRM-M-19016-2013 (O&M)

Date of decision:02.11.2018.

GURVINDER SINGH @ KALA AND ANR.

... Petitioners

versus

UNION TERRITORY CHD. AND ANR.

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. Ajay Pal Singh, Advocate,
for the petitioners.

Mr. Parveen Chauhan, Advocate, for
Mr. Gagandeep Singh Wasu, APP, UT, Chandigarh,
for respondent No.1.

Ms. Sakshi Saini, Advocate, for
Mr. H.P.S. Ishar, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of F.I.R. No.79 dated 22.02.2013 registered under Sections 452/380/506/34 IPC at Police Station Sector 39, Chandigarh (Annexure P-3) and all other consequential proceedings arising therefrom.

Petitioner No.1 is a tenant in House No.6414, Sector 56, Chandigarh and respondent No.2 is the owner of the said house. The aforesaid FIR was registered with an allegation that the petitioners along with 9/10 persons illegally occupied the said house by breaking the locks and stole household articles. It was further alleged that the petitioners threatened the complainant with dire consequences.

Taking into consideration the nature of dispute between the parties i.e. tenant and landlord, this Court vide order dated 11.09.2018 had directed the parties to appear before the Mediation and Conciliation Centre of this Court.

Pursuant to aforesaid order, the parties have appeared before the Mediation Centre and a report has been received from the Mediation Centre that both the parties have settled their dispute by way of amicable settlement and a settlement/agreement has been reduced into writing on 25.09.2018.

The relevant extract of the settlement reads as under:-

“8. The following settlement has been arrived at between the Parties hereto:

i) The keys of the Flat No.6414, Sector 56, Chandigarh are lying with the police of Police Station Sector 39, Chandigarh. The first party/petitioners undertake that they will have no objection if the keys of the Flat No.6414, Sector 56, Chandigarh are handed over to the second party by the concerned authorities/officials. The first party/petitioners further undertake not to raise any type of claim regarding the said Flat/property.

ii) That the second party/respondent No.2/ complainant has agreed to give no objection if the present FIR registered against the first party/petitioners alongwith its consequential proceedings are quashed in view of the present settlement. The second party undertakes that he shall remain bound to file the requisite affidavit paving the way for the quashing of the aforesaid FIR and fully cooperate with the first party. After quashing/cancellation of the above FIR, both the parties shall not lodge any complaint/FIR/DDR against each other in any police station or any court of law or before any other person concerning the above said matter.

iii) That the dispute between both the parties is over for all times to come and both parties shall fulfill their obligations under the present settlement.

iv) That both the parties have entered into this Compromise Deed in their full senses, with sound mind and without any pressure, coercion or undue influence of any kind.

v) That both the parties 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.

vi) That the present agreement has been signed without any coercion, force, undue pressure and fraud of any kind by both the parties.

vii) 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.

viii) 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.

All the pages of this Settlement/Agreement are duly signed by both the parties.”

Learned counsel for the petitioners states that the present petition may be decided in terms of settlement so arrived at between the parties.

Learned counsel for the respondent-complainant has no

However, he states that since the keys of the Flat No.6414 are lying with the police, the police may be directed to handover the keys of the house so that the landlord can take physical possession of the said Flat.

I have heard learned counsel for the parties.

Considering the fact that the matter has been resolved between the parties and having recourse to the principles laid down by the Full Bench judgment of this Court in *Kulwinder Singh and others Versus State of Punjab and another 2007 (3) RCR (Criminal) 1052* and approved by the Hon'ble Supreme Court in *Gian Singh Versus State of Punjab and others (2012) 10 SCC 303*, this petition is allowed and F.I.R. No.79 dated 22.02.2013 registered under Sections 452/380/506/34 IPC at Police Station Sector 39, Chandigarh (Annexure P-3) and all subsequent proceedings arising therefrom are quashed qua the petitioners on the basis of compromise/settlement dated 25.09.2018.

In view of paragraph 8(i) of the settlement, the respondent-landlord is at liberty to move an application before the police or before the trial Court, so as to get the keys of the house and as the matter has been compromised, the police/trial Court shall handover the keys to the respondent-landlord.

(HARI PAL VERMA)
JUDGE

02.11.2018
sanjeev

Whether speaking/reasoned
Whether Reportable:

Yes/No.
Yes/No.