

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

CRM-M-26043 of 2018 (O&M)
Decided on:- November 16, 2018.

Saurabh Gupta and others

.....Petitioners.

Versus

State of Punjab and another

.....Respondents.

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA.

Present:- Mr. Sanjiv Gupta, Advocate
for the petitioners.

Mr. Rana Harjasdeep Singh, D. A.G., Punjab.

Mr. Kamal K. Chaudhary, Advocate
for respondent No.2-complainant.

HARI PAL VERMA, J. (Oral)

CRM-31973-2018

Prayer in this application filed under Section 482 Cr.PC is for placing on record the copies of statement of the complainant, joint statement of accused persons, report of compromise from learned Judicial Magistrate 1st Class, Dera Bassi and Memorandum of Understanding as Annexures P-8 to P-11 respectively.

The documents Annexures P-8 to P-11 are taken on record subject to all just exceptions.

CRM stands disposed of.

CRM-M-26043-2018

The petitioners have filed present petition under Section 482 Cr.P.C. for quashing of FIR No.64 dated 22.02.2018 under Sections 406, 420, 506 and 120-B IPC registered at Police Station Zirakpur, District SAS Nagar (Mohali) (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise/Memorandum of Understanding dated 17.05.2018 (Annexure P-2).

This Court vide order dated 02.07.2018 had directed the parties to appear before the trial Court/Illaq Magistrate to get their respective statements recorded with regard to compromise and the Court was directed to send its report qua genuineness of the compromise.

Pursuant to the aforesaid order, the petitioners as well as respondent No.2-complainant have appeared before learned Judicial Magistrate 1st Class, Dera Bassi and got their statements recorded on 20.07.2018. On the basis of the statements so recorded by the parties, learned Magistrate has submitted the report dated 14.11.2018 to the effect that the statement pertaining to compromise appears to be genuine, voluntary, without any coercion and undue influence.

The FIR in question has been recorded on the basis of statement of respondent No.2-complainant Rajesh Kapoor. His statement made before learned Magistrate on 20.07.2018 in support of the compromise reads as under:

“Stated that one FIR No.64 dated 22.02.2018 U/S 406, 420, 506 & 120 B IPC, P.S. Zirakpur was lodged by me against accused Saurabh Gupta son of Vinod Goel, Vimla Goel wife of

Vinod Goel, Anu Gupta wife of Shri Anil Gupta. Now, with the intervention of the respectable, I have voluntarily entered into compromise with the above said accused out of my free will and without any pressure or undue influence, coercion, inducement, threat or promise from any side and the attested photocopy of the same is Ex.CX i.e. Memorandum of Understanding (original seen and returned). I undertake to remain bound by the terms and conditions of the same. I have handed over the original three cheques bearing No.001736, 001737, 001738 dated 06.08.2018 for the amount of Rs.25,00,000/- each drawn at Bank of India, Branch Janakpuri, New Delhi, to the accused namely Saurav Gupta etc. and I have received original demand draft, dated 13.06.2018 amounting to Rs.75,00,000/- drawn at Bank of India in favour of Airwave International Pvt. Ltd. from the accused persons namely Saurav Gupta, Vimla Goel and Anu Goel, in lieu of said cheques, today in the Hon'ble Court. I have no objection if the above said FIR is quashed by the Hon'ble Punjab and Haryana High Court against the accused persons and both the parties are bound to withdraw all civil as well as criminal litigation or any application moved by either of the parties against each other before any competent authority."

Learned State counsel as well as learned counsel for respondent No.2-complainant have not disputed the factum of compromise effected between the parties. Memo of Appearance filed on behalf of respondent No.2-complainant in Court, is taken on record.

In view of the above, continuation of the proceedings before the trial Court in the instant FIR qua the petitioners shall be an abuse of the process of law.

Thus, following 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*, the present petition is allowed and the FIR No.64 dated 22.02.2018 under Sections 406, 420, 506 and 120-B IPC registered at Police Station Zirakpur, District SAS Nagar (Mohali) (Annexure P-1) and all consequential proceedings arising therefrom are quashed qua the petitioners on the basis of compromise/Memorandum of Understanding dated 17.05.2018 (Annexure P-2), however, subject to payment of costs of Rs.25,000/- by the petitioners to the Poor Patients' Welfare Fund of the Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh.

November 16, 2018
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No