

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

CRM-M No.30144 of 2018

Date of Decision: 12.11.2018

Rakesh Mehra and another

....Petitioners

Versus

State of Punjab and others

....Respondents

BEFORE :- HON'BLE MRS. JUSTICE DAYA CHAUDHARY

Present:- Mr. Munish Thakur, Advocate
for the petitioners.

Mr. Amit Mehta, Sr. D.A.G., Punjab.

Mr. Bikramjeet Aurora, Advocate
for respondents No.2 and 3.

DAYA CHAUDHARY, J.

This petition has been filed under Section 482 Cr.P.C for quashing of FIR No.116 dated 15.03.2018 registered at Police Station Civil Lines, Police Commissionerate Amritsar under Sections 420, 467, 468, 471 and 120-B IPC along with all consequential proceedings arising therefrom on the basis of compromise arrived at between the parties.

The FIR, in question, was registered at the instance of respondent No.2. However, during pendency of the proceedings, a compromise was arrived at between the parties. In view of compromise, an amount of Rs.5 lacs was to be deposited by petitioner No.2 before this Court during pendency of **CRM-M No.14979 of 2018**. The regular bail was allowed to petitioner No.2 by the learned Sessions Judge, Amritsar subject to deposit of said amount of Rs.5 lacs. It was also the condition in the

compromise that the petitioners' party had to pay an amount of Rs.10 lacs in *lump sum* to the complainant party as full and final amount of settlement which was paid vide draft No.483129 dated 08.06.2018 drawn in favour of Harivansh Lal Behl (respondent No.3) and draft No.483217 dated 08.06.2018 was in favour of Madhu Sudan Behl (respondent No.2). It was also mentioned in the compromise that the opposite party will not oppose the anticipatory bail of petitioner No.2-Bankey Lal Mehra pending before this Court.

Learned counsel for the petitioners submits that the amount as settled in the compromise has been paid and now nothing remains due.

Learned counsel appearing on behalf of respondents No.2 and 3 has also affirmed the factum of compromise. He further submits that the terms and conditions of the compromise have been complied with. It has also been submitted by learned counsel for respondents No.2 and 3 that he has no objection, in case, the FIR, in question, is quashed on the basis of compromise.

Heard the arguments of learned counsel for the parties and have also perused the contents of the FIR as well as other documents available on the file including the terms and conditions of the compromise arrived at between the parties, which is annexed as Annexure P-2.

Admittedly, the FIR, in dispute, was registered at the instance of respondents No.2 and 3 and the compromise was arrived at between the parties. The amount settled in the compromise was paid and the complainant party is satisfied with said amount. Respondents no.2 and 3 have no objection in quashing of FIR as well as other proceedings arising therefrom.

No purpose would be served, in case, the proceedings are continued as the

complainant party is not going to support the case of the prosecution and as such, the proceedings, if continued in future, would be a futile exercise. It will be a wastage of precious time of the Court.

Accordingly, by considering the submissions made by learned counsel for the parties, the present petition is allowed and FIR No.116 dated 15.03.2018 registered at Police Station Civil Lines, Police Commissionerate Amritsar under Sections 420, 467, 468, 471 and 120-B IPC along with all consequential proceedings arising therefrom are hereby quashed qua petitioners, namely, Rakesh Mehra and Bankey Lal Mehra.

12.11.2018

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(DAYA CHAUDHARY)
JUDGE

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No