

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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CRM-M-27195 of 2017

Date of decision: 10.01.2019

Dalbir Saini

....Petitioner

Versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr.Jagmohan Ghumman, Advocate
for the petitioner.

Mr.Surinder Singh, AAG, Haryana.

Mr.Hardeep Singh Brar, Advocate for
Mr.Ram Bilas Gupta, Advocate for respondents No.2 and 3.

Arvind Singh Sangwaj, J. (Oral)

Prayer in this petition is for quashing of the FIR No. 558 dated 24.06.2016 under Sections 420/406 of Indian Penal Code, registered at Police Station Gurgaon City, District Gurgaon (Annexure P-1) and all subsequent proceedings arising therefrom, on the basis of the compromise entered into between the parties.

During the pendency of the petition, the parties have amicably settled their dispute and the case was referred to the Mediation and Conciliation Centre of this Court vide order dated 19.01.2018. The mediator has submitted a settlement agreement between the petitioner-Dalbir Saini and respondents No.2 and 3. As per settlement agreement, the parties have made the following settlement:-

- “(a) *The petitioner-first party has already settled the earlier dispute of a sum of Rs.22,00,000/- (Rupees Twenty Two Lakhs Only) with the Respondent-second party, which the second party accepts in view of earlier settlement.*
- (b) *The respondent-second party has consented to settle the*

present dispute with regard to interest on the amount of Rs.35,00,0000/- (Rupees Thirty Five Lakhs Only) for a sum of Rs.60,000/- as full and final settlement of the amount and does not intend to proceed any further in the matter. The said amount of Rs.60,000/- has been handed over by the petitioner-first party to the respondent No.2-second party, who has received the same for himself and on behalf of respondent No.3, in full and final settlement on the dispute and nothing is due between the parties.

- (c) That both the parties have agreed that the second party shall have no objection if the FIR No.558 dated 24.06.2016 under Sections 420/406 IPC registered at Police Station Gurgaon City (Gurugram), District Gurugram and all consequent proceedings arising therefrom is quashed by the Hon'ble High Court. The second party undertakes that he shall execute the affidavit and make statement in the Court for the above purpose as and when directed by the Court.*
- (d) The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in hand. The parties further undertakes not to use any document etc. against each other which have been left in their possession after this date of agreement or used as an evidence against each other in Court of Law.*
- (e) It has been further decided between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other relating to the present dispute in question, the same shall be liable to be withdrawn or closed by both the parties or any of the party by tendering a copy of the present compromise.*
- (f) This compromise has been reached between the parties without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.”*

Since the parties have amicably settled their dispute which is arising out of the same monetary transaction and as per the statement given by respondent Nos.2 and 3/complainant before the Mediator, they have received the total amount and have no objection if the present petition is allowed and the impugned FIR is quashed in pursuant to the settlement. It is further agreed between the parties that they would be bound with the terms and conditions of the compromise and they will not file any case against

each other.

As per the Full Bench judgment of this Court in ***“Kulwinder Singh and others vs State of Punjab”***, 2007 (3) RCR (Criminal) 1052, it is held that High Court has power under Section 482 Cr.P.C. to allow the compounding of non-compoundable offence and quash the prosecution where the High Court feel that the same was required to prevent the abuse of the process of law or otherwise to secure the ends of justice. This power of quashing is not confined to matrimonial disputes alone.

Hon'ble the Apex Court in the case of ***“Gian Singh vs State of Punjab and another”***, 2012 (4) RCR (Criminal) 543, has held as under:-

“57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. In what cases power to quash the criminal proceeding or complaint or F.I.R may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of

matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

Since the parties have arrived at a compromise and have decided to live in peace, no useful purpose would be served in allowing the criminal proceedings to continue.

In view of what has been discussed here-in-above, the petition is allowed and FIR No. 558 dated 24.06.2016 under Sections 420/406 of Indian Penal Code registered at Police Station Gurgaon City, District Gurgaon (Annexure P-1) and all subsequent proceedings arising therefrom, on the basis of the compromise entered into between the parties, are ordered to be quashed *qua* the petitioner.

(ARVIND SINGH SANGWAN)
JUDGE

10.01.2019

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No