

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M No.14453 of 2019(O&M)
Date of Decision: 17.01.2020

Makhan Singh

.....Petitioner

Versus

State of Punjab and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Lalit Singh, Advocate for
Mr. Ankur Mittal, Advocate
for the petitioner.

Mr. Ramandeep Sandhu, Sr. DAG, Punjab.

Mr. S.S. Rangi, Advocate
for respondent No.2.

RAJ MOHAN SINGH, J.(Oral)

CRM No.1531 of 2020

Prayer is for preponing the date of hearing in the main case on the ground that the petitioner and his wife are seriously ill. Wife of the petitioner is 100% blind and is also suffering from various ailments. Petitioner along with his wife wants to go abroad for availing medical facilities for his wife.

Vide order dated 24.05.2019 passed by this Court, both the parties were relegated before Mediation and Conciliation

Centre of this Court.

In view of report of the Mediator, a settlement has been arrived at between the parties on 12.07.2019 in the presence of the parties and their respective counsel. Following settlement has been arrived at between the parties:-

- “i) That the parties have now decided to end all the litigations pending between both the parties arising out of the sale of 92 marla (supra). Accordingly, the first party is ready to withdraw or make statement for withdrawal/quashing/cancellation of all the matters filed/pending by it against the second party, irrespective of the fact that whether i.e. within the knowledge of second party or not. This includes FIR No.4 mentioned above and all other complaints pending before revenue authorities(supra).*
- ii) That the first party also agrees to not to raise any objection or make any claim or statement of any sort what-so-ever against second party in respect of the land in question. This includes transfer deeds executed by second party inter-se between themselves.*
- iii) That the first party also agree to depose before any authority of Court of Law including this Court for quashing/cancellation/withdrawal of any case or complaint filed by it against the second party.*
- iv) That after signing of this agreement between the parties, the first party agrees to give up all his claims of any kind including monetary or regarding possession or of any other nature such as filing any subsequent complaint or case in regard to the land in question*

against the second party. In this sense, the first party shall include its legal heirs, its company under the name and style of M/s Prime Real Estates, Urban Estate, Jalandhar, employees of the said company or any other person associated with him.

v) That in lieu of all the above, the first party has received full settled amount from the second party as agreed between them. Now the first party has no claim of any sort pending against second party.”

For the reasons recorded hereinabove, the main case is preponed to today.

CRM-M No.14453 of 2019

[1]. Prayer is for quashing of FIR No.4 dated 12.02.2019 registered under Sections 406, 420 IPC at Police Station NRI Jalandhar.

[2]. At the time of filing of the petition, there was only one accused person. During pendency of the appeal, three more accused were impleaded in the memo of parties. Amended memo of parties was also filed on 25.07.2019. Vide order dated 23.09.2019, additional accused were ordered to be brought on record.

[3]. At the time of filing of the present petition, there was no compromise entered into between the parties. Since the settlement has been arrived at between the parties before the Mediation and Conciliation Centre of this Court, therefore, the

same is taken on record.

[4]. Learned counsel for respondent No.2 states that he has no objection in case, the present petition is allowed on the basis of settlement/compromise.

[5]. 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.

[6]. 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. 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) 105 2*** and ***Gian Singh vs. State of Punjab and another, 2012 (4) RCR (Crl.) 543***.

[7]. Resultantly, FIR No.4 dated 12.02.2019 registered under Sections 406, 420 IPC at Police Station NRI Jalandhar. as well as all the subsequent proceedings arising therefrom, are hereby quashed.

[8]. Petition stands disposed of.

17.01.2020

Prince

Whether reasoned/speaking
Whether reportable

(RAJ MOHAN SINGH)
JUDGE

Yes/No
Yes/No