

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-28791-2020

Date of Decision: 18.12.2020

Mohan Kakkar and another ...Petitioners
vs.

State of Punjab and another ...Respondents

Coram : Hon'ble Mr. Justice B.S. Walia.

Present: Mr. Prateek Pandit, Advocate for the petitioners.
Ms. Monika Jalota, DAG, Punjab.
Mr. Nitin Rampal, Advocate for respondent No.2.

B.S. Walia, J. (VC)

1. Case is being taken up for hearing through Video Conferencing due to the outbreak of pandemic Covid-19.

2. Prayer in the petition under Section 482 Cr.P.C., is for quashing of FIR No.112 dated 31.10.2019, registered under Sections 406 and 420 IPC, 1860, at Police Station City Nakodar, District Jalandhar (Rural), as well as all consequential proceedings arising thereto, on the basis of compromise Annexure P/2 dated 05.02.2020 and affidavit of complainant / respondent No.2, Annexure P/3 dated 05.02.2020.

3. Learned counsel contends that respondent No.2 had paid money to the petitioners for sending his son to Uganda, but on the petitioners not being able to send the complainant's son abroad due to refusal of visa and misunderstanding regarding return of money paid to them, FIR was registered by respondent No. 2, but later on, the parties amicably settled the dispute amongst themselves and recorded a compromise in writing i.e. Annexure P/2 dated 05.02.2020 on all money paid by respondent No.2 to the petitioners, having been repaid to him. Respondent No.2 besides stating in

petitioners also gave affidavit, Annexure P/3 dated 05.02.2020, to the above effect, therefore, the present petition. Reliance has been placed by learned counsel for the petitioners on the full bench decision of this Court in **Kulwinder Singh and others vs. State of Punjab and another 2007 (3) RCR (Criminal) 1052**. Relevant extract of the same is reproduced as under:-

“39. The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 of the Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is "finest hour of justice". Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the Court by exercising its powers under Section 482 of the Cr.P.C. in the event of a compromise, but this is not to say that the power is limited to such cases. There can never be any such rigid rule to prescribe the exercise of such power, especially in the absence of any premonitions to forecast and predict eventualities which the cause of justice may throw up during the course of a litigation.

40. The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice.”

Pursuant to the order of this Court dated 21.09.2020, the parties

were directed to put in appearance before the learned trial Court/ Illaqa Magistrate for recording of their statements and in pursuance thereof, the parties appeared before the learned Sub Divisional Judicial Magistrate, Nakodar, on 16.10.2020 and their statements were recorded. Report dated 19.10.2020, has been submitted by the learned SDJM, Nakodar, that the compromise arrived at amongst the parties was voluntary and without any pressure, that challan has not been presented against the accused and none of the accused has been declared proclaimed offender in the FIR. Statement of respondent No.2 was also recorded that he had entered into compromise with the petitioners out of his free will and without any kind of pressure and that he has no objection if the FIR was quashed.

5. Learned State counsel as well as learned counsel for respondent No.2 have also supported the prayer of learned counsel for the petitioners for quashing of the FIR and all consequential proceedings and state that they have no objection in case the same are quashed in view of the compromise, Annexure P/2 and affidavit, Annexure P/3 both dated 05.02.2020.

6. In view of compromise Annexure P/2 dated 05.02.2020, between the parties, affidavit of respondent No.2 of same date as well as report of learned SDJM, Nakodar, dated 19.10.2020, the possibility of conviction is remote and bleak. Consequentially, continuation of the criminal case against the accused despite full and complete settlement between the accused and victim would serve no purpose. Accordingly, in order to secure the ends of justice, it would be appropriate to put the criminal case to an end. In view of the position as noted above, there is no impediment in the way of the Court in exercising its inherent power under Section 482 Cr.P.C. to quash the FIR and all consequential proceedings, as no useful purpose would be served by prolonging litigation.

8. In the light of the position as noted above, FIR No.112 dated 31.10.2019, registered under Sections 406 and 420 of IPC, 1860, at Police Station City Nakodar, District Jalandhar (Rural), as well as all consequential proceedings arising thereto, are quashed.

9. Petition stands disposed of accordingly.

(B.S. Walia)
Judge

18.12.2020
'Rajesh-PS'

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No