

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

279

CRM-M-46279-2019

Date of decision: 20.02.2020

Iqbal Singh and another	Versus	Petitioners
State of Punjab and another		Respondents

CORAM: HON'BLE MR. JUSTICE ARUN KUMAR TYAGI

Present : Mr. Nishan Singh Chahal, Advocate
for the petitioner.

Mr. Arun Kaundal, DAG, Punjab
for respondent No.1.

Mr. H.R. Bhardwaj, Advocate
for respondent No.2.

ARUN KUMAR TYAGI, J (ORAL)

Petitioners-Iqbal Singh and Gurpal Singh have filed the present petition under Section 482 of the Code of Criminal Procedure, 1973 for quashing of FIR No.52 dated 02.06.2018 registered under Sections 420 and 120-B of the Indian Penal Code, 1860 (for short, "the IPC") at Police Station Nandgarh, District Bathinda (**Annexure P-1**) along with all consequential proceedings arising therefrom in view of the compromise dated 16.09.2019 (**Annexure P-2**) effected with respondent No.2-**Surinder Pal Singh**.

Surinder Pal Singh submitted written complaint to Senior Superintendent of Police, Bathinda. In his complaint, Surinder Pal Singh alleged that accused Iqbal Singh and Gurpal Singh had executed an agreement to sell dated 08.10.2015 in the presence of Gurmeet Singh and Buta Singh in his favour agreeing to sell the land measuring 10 kanals 1 marla mentioned in the complaint for a sale consideration of Rs.11 lakhs fixing 07.10.2016 as the date for execution and registration of sale deed and the above said persons received amount of Rs.2,000/-

as earnest money. On 09.10.2015, he transferred amount of Rs.8 lakhs and amount of Rs.2,78,000/- from his accounts with State Bank of Patiala and State Bank of India respectively in the name of accused Gurpal Singh. He had given amount of Rs.13 lakhs and accused started depositing amount of Rs.22,000/- per month as interest in the account of his wife. On 29.09.2016, by expressing their inability the accused extended time for execution and registration of sale deed upto 07.10.2017. Due to 07/08.10.2017 being holidays he attended the office of Sub Registrar on 09.10.2017 but accused Iqbal Singh and Gurpal Singh did not appear for getting the sale deed executed and registered. The above said persons had represented the land to be free from encumbrances but accused Gurpal Singh had mortgaged the land in question for an amount of Rs.1-1.5 crores in favour of Canara Bank, Bathinda. Entry in the revenue record regarding availing of loan facility was not made in collusion with the concerned revenue patwari. The accused persons thereby cheated him. In view of the complaint, the above said FIR was registered and the matter is under investigation.

The petitioners have filed the present petition for quashing of the FIR on the grounds that now with the intervention of respectables, the matter has been amicably compromised between the parties and they have resolved their differences.

Vide order dated 30.10.2019, this Court directed the private parties to appear before the trial Court/Illaq Magistrate on 07.11.2019 or any other date convenient to the Court for recording their statements with regard to compromise/settlement and directed the Trial Court/Illaq Magistrate to submit a report before the next date of hearing i.e. on 21.11.2019 regarding the genuineness and voluntary

nature of the compromise.

In compliance with the above said order, learned Judicial Magistrate 1st Class, Bathinda has recorded the statements of both the parties and submitted report dated 15.11.2019. The relevant part of the same reads as under:-

".....The parties i.e. complainant namely Surinder Pal Singh and accused persons namely Iqbal Singh and Gurpal Singh appeared before this Court and their statements are recorded. From the statements of both the parties, the statement of parties appear to be genuine and not result of any pressure or coercion in any manner and the compromise is genuine, voluntary, and without any coercion or undue influence. The complainant and both accused persons are party to the compromise. As per statements of the parties, no other case is pending between the parties and none of the accused has ever been declared proclaimed offender."

I have heard learned counsel for the petitioners, learned State counsel and learned counsel for respondent No.2 and gone through the relevant record.

It is now well settled that the High Court has inherent power to quash the criminal proceedings in non-compoundable cases on the basis of settlement between the parties for securing the ends of justice or to prevent abuse of the process where the possibility of conviction is remote and bleak and continuation of the criminal case would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case. Criminal cases having overwhelmingly and predominantly civil character particularly those arising out of commercial transaction or arising out of matrimonial relationship or family dispute can be quashed when the parties have resolved their entire dispute among themselves. However, such power cannot be exercised in those

depravity or offences like murder, rape dacoity, etc. which are not private in nature and have a serious impact on society. Similarly, prosecution for offences alleged to have been committed under special enactments like the Prevention of Corruption Act or the offences committed by public servant while working in that capacity cannot be quashed on the basis of compromise between the victim and the offender. For judicial precedents in this regard, reference may be made to ***Narinder Singh Vs. State of Punjab (Supreme Court) : 2014 (2) RCR (Criminal) 482, State of Madhya Pradesh Vs. Laxmi Narayan and others (Supreme Court) : 2019 (2) RCR (Criminal) 255 and Kulwinder Singh and others Vs. State of Punjab and others (Punjab and Haryana High Court) : 2007 (3) RCR (Criminal) 1052.***

A perusal of the report of learned Judicial Magistrate 1st Class, Bathinda clearly reveals that the matter has been compromised by the parties with their free consent, voluntarily and without any coercion or undue influence.

Learned State counsel has no objection in case the aforesaid FIR along with all subsequent proceedings arising therefrom is quashed on the basis of compromise effected between the parties in this case.

The present case is overwhelmingly and predominantly of private/personal character arising out of commercial transactions. The parties have resolved their entire dispute among themselves. The compromise has been arrived at between the parties at the initial stage.

In view of the facts and circumstances of the case, the possibility of conviction of the petitioners is remote and bleak and

continuation of this case will put the petitioners to great oppression and

extreme injustice would be caused to the petitioners if the FIR and all consequential proceedings are not quashed.

In view of the above discussion, FIR No.52 dated 02.06.2018 registered under Sections 420 and 120-B of the IPC at Police Station Nandgarh, District Bathinda (**Annexure P-1**) is quashed along with all consequential proceedings arising therefrom.

The petition is allowed accordingly.

20.02.2020

Vinay

(ARUN KUMAR TYAGI)
JUDGE

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