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

**CRM No.4211 of 2020 in/and
CRR No.3150 of 2018 (O&M)
Date of Decision: 03.02.2020**

PAWAN KUMAR AND ANR Petitioners

Vs

STATE OF PUNJAB Respondent

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr. Vijay Pratap Singh, Advocate for
Mr. Nonish Kumar, Advocate
for the petitioners.

Mr. J.S. Ghumman, D.A.G., Punjab.

Mr. G.S. Bedi, Advocate
for the complainant.

RAJ MOHAN SINGH, J. (Oral)

CRM No.4211 of 2020

This is an application under Section 320 Cr.P.C.
seeking direction to compound the offences under Sections
406/420/120-B IPC in FIR No.156 dated 07.09.2012 in terms of
the compromise.

For the reasons mentioned in the application, the same
is allowed.

CRR No.3150 of 2018 (O&M)

[1]. Petitioners namely Pawan Kumar and Narinder Kumar

sons of Bhagirath were tried by the trial Court for the offences under Sections 420, 406, 120-B IPC. They were convicted and sentenced to undergo rigorous imprisonment for three years and to pay fine of Rs.2,000/- each under Sections 420 and 120-B IPC. They were further convicted and sentenced to undergo rigorous imprisonment for three years and to pay fine of Rs.2,000/- each under Section 120-B IPC along with default mechanism. All the sentences were ordered to run concurrently.

[2]. Petitioner remained unsuccessful in the appeal before the Court of Addl. Sessions Judge, SAS Nagar, Mohali which was dismissed on 11.09.2018.

[3]. Notice of motion was issued on 18.09.2018. Thereafter vide order dated 04.12.2018 some incriminating facts in the context of compromise were recorded. The order reads as under:-

“CRM-42794-2018

Prayer in this application filed under Section 482 Cr.P.C. is for placing on record the compromise-deed dated 30.11.2018 (Annexure P-1) entered into between Sanjeev Kumar and Manoj Kumar and complainant-respondent Ashok Kumar and to decide the revision petition and the application for suspension of sentence in terms of the compromise (Annexure P-1). Sanjeev Kumar and Manoj Kumar are the sons of Pawan Kumar, petitioner No.1 in the present petition.

Application is allowed, as prayed for. Compromise-deed dated 30.11.2018 (Annexure P-1) is taken on record.

On the joint request made by learned counsel for the parties, main case which was otherwise fixed for 18.01.2019 is taken on Board.

CRR-3150-2018 (O&M)

Learned counsel for the petitioners states that sons of petitioner No.1 i.e. Sanjeev Kumar and Manoj Kumar have entered into a compromise with complainant-Ashok Kumar dated 30.11.2018 and as per the compromise-deed, the accused party will pay an amount of ₹25 lacs to the complainant over a period of six months.

Pursuant to the compromise-deed, an amount of ₹5 lac by way of bank draft has been handed over to the counsel for the complainant and for the remaining amount of ₹20 lacs, two post-dated cheques bearing No.000031 dated 01.03.2019 and No.000032 dated 01.06.2019 for an amount of ₹10 lacs each have also been handed over to Mr. Bedi, learned counsel appearing on behalf of the complainant. Mr. Bedi on instructions from his client does not dispute the compromise-deed and states that he has no objection if the petitioners are admitted on interim bail. However, they would be under legal obligation to pay the remaining amount. They will remain bound by the terms of the compromise for the remaining amount of ₹20 lacs.

I have considered the matter and compromise-deed so entered between the parties, coupled with the fact that pursuant to the compromise-deed, ₹5 lac has been paid by way of bank draft to the complainant, sentence of the petitioners is suspended till next date of hearing, subject to their furnishing bail bonds and surety bonds to the satisfaction of the Chief Judicial Magistrate/Duty Magistrate, SAS Nagar, Mohali.

List on 10.07.2019.”

[4]. According to terms and conditions of the compromise,

the petitioners are required to pay total amount of Rs.25 lakhs to the complainant. Though the complainant has not been impleaded, but he is being represented by Mr. G.S. Bedi, Advocate.

[5]. An amount of Rs.5 lakhs was paid through the bank draft at the time of passing of the order dated 04.12.2018. Two post dated cheques bearing No.000031 dated 01.03.2019 and No.000032 dated 01.06.2019 in a sum of Rs.10 lakhs each drawn at HDFC Bank have already been encashed by the complainant.

[6]. Both the parties are *ad idem* that after payment of total amount of Rs.25 lakhs, nothing is left to be paid to the complainant.

[7]. Learned counsel appearing on behalf of the complainant very candidly accepted the factum of compromise on behalf of the complainant and submitted that complainant has no objection if the present petition is disposed of in terms of the compromise.

[8]. In view of above, this petition is allowed in terms of the compromise. Consequently, the impugned orders/judgments passed by the Courts below are set aside. Normal consequences to follow.

[9]. This is made clear that this order is passed qua the petitioners only.

February 03, 2020	(RAJ MOHAN SINGH)
<i>Atik</i>	JUDGE
Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No