

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

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**CRM-M-42854-2019 (O &M)
Date of decision : 06.12.2021**

Jai Pal @ Pappu ji and Another

.....Petitioners

Versus

U.T. Administration, Chandigarh and Ors.

...Respondents

CORAM: HON'BLE MR. JUSTICE SANT PARKASH

Present : Mr.Paramjit Singh Jammu, Advocate
for the petitioners.

Ms. Vasundhara Dalal Anand, Addl. P.P., U.T. Chandigarh
for respondent No. 1

Mr. Tarun Sharma, Advocate
for respondents No. 2 to 4

SANT PARKASH, J. (ORAL)

CRM-11766-2021

Prayer in the application filed under Section 482 of the Code of Criminal Procedure, 1973 (for short 'the Cr.P.C.') is for placing on record compromise deed dated 27.08.2020 as Annexure P-6 and exemption from filing the certified and true typed copy of the same.

For the reasons mentioned in the application, the same is allowed and compromise deed dated 27.08.2020 is taken on record as Annexure P-6 and the petitioners are exempted from filing certified and true typed copy of the same.

Registry is directed to tag the aforesaid document at appropriate place and paginate the paper book.

CRM-M-42854-2019

Petitioners have approached this Court by way of instant petition under Section 482 of the Cr.P.C. invoking its inherent jurisdiction for quashing of FIR No.223 dated 03.09.2019 (Annexure P-1) registered under Sections 323, 452, 506 read with Section 34 of the Indian Penal Code, 1860 (for short 'the IPC') at Police Station South Sector, Chandigarh as well as the consequential proceedings arising therefrom, on the basis of compromise dated 19.09.2019 effected between the parties and affidavits dated 19.09.2019 and 30.09.2019 of respondents No. 2 to 4.

While issuing notice of motion on 04.10.2019, the parties were directed to appear before the trial Court to record their statements with regard to genuineness of the compromise and send a report to this Court. The report dated 07.01.2020 of learned Judicial Magistrate First Class, Chandigarh has been received, wherein it is stated that in pursuance to the order of this Court, the statements of the parties were recorded which indicates that the compromise is genuine, without any coercion or undue influence.

In the present case, the petitioner No. 1-Jai Pal @ Pappu Ji filed one Civil Suit bearing No. 1649 of 07.09.2019 titled as 'Jai Pal Vs. Raj Kumar Pal and others' for specific performance of agreement to sell dated 05.01.2019 against respondent No. 2- Raj Kumar Pal. Subsequently, the matter was compromised between the parties vide compromise deed dated 19.09.2019 wherein it was settled that respondent No. 2 shall pay total amount of Rs.35,00,000/- to petitioner

No.1 on account of full and final settlement in respect of the flat in question. Respondent No. 2 paid Rs. 5,00,000/- to petitioner No. 1 in cash on 19.09.2019 at the time of execution of the said compromise deed dated 19.09.2019 and further issued post dated cheques for payment of the remaining amount. Petitioner No. 1 got encashed the cheques issued by respondent No. 2 however, few cheques out of the same got dishonored. In this regard, petitioner No. 1 filed complaint under Section 138 of the Negotiable Instruments Act, 1885 against respondent No. 2.

Thereafter, respondent No.2 admitted that he has committed a default in making the payment in terms of the compromise deed dated 19.09.2019 as the same could not be paid by him due to financial constraint and respondent No. 2 agreed to pay the remaining settled amount in terms of the earlier compromise deed dated 19.09.2019 and further entered into another compromise dated 27.08.2020 (Annexure P-6).

Learned counsels appearing for both the parties admit that now the parties have settled their disputes and also placed on record copy of receipt-cum-undertaking on behalf of both the parties wherein the parties have mentioned that they have received/paid the settled full and final payment of Rs. 35,00,000/- as per settled schedule mentioned in the compromise and nothing is due in any manner in respect of the flat in question and all the disputes between them have been settled in all manners.

After hearing the learned counsel for the parties and going through record of the case, this Court is of the considered opinion that

it is a fit case for exercising the inherent jurisdiction of this Court under Section 482 Cr.P.C., so as to secure the ends of justice because the parties have arrived at an out of the Court settlement by way of compromise. The compromise is without any pressure and a genuine one. In such a situation, continuation of the prosecution would result in sheer abuse of process of law.

Consequently, keeping in view the fact that the dispute has been amicably settled between the parties and in view of the law laid down by the Hon'ble Supreme Court in *Narinder Singh and others vs. State of Punjab and another, (2014) 6 SCC 466*, the present petition is allowed. Resultantly, FIR No.223 dated 03.09.2019 (Annexure P-1) registered under Sections 323, 452, 506 read with Section 34 of the IPC at Police Station South Sector, Chandigarh, as well as the consequential proceedings arising therefrom are quashed qua the petitioners.

06.12.2021
kavneet singh

(SANT PARKASH)
JUDGE

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