

IN THE HIGH COURT OF ORISSA AT CUTTACK

CRLMC No. 1430 of 2012

M.S. Srinivas

....

Petitioner

Mr. S.K.Sarangi, Sr.Advocate

-Versus-

Gadadhar Mohanty

....

Opposite Party

Mr. Rajendra Ku.Pradhan, Advocate

CORAM:
JUSTICE R.K.PATTANAİK

ORDER
27.09.2022

Order No.

22.

1. Mr. S.K.Sarangi, learned Senior Advocate appearing on behalf of the petitioner and learned counsel for the opposite party.

2. In the instant case, the petition under Section 482 of Cr.P.C. is filed at the behest of the petitioner for quashing of the order of cognizance dated 9th April, 2012 and the criminal proceeding instituted vide I.C.C. Case No. 293 of 2009 pending in the court of learned SDJM, Berhampur on the grounds stated therein.

3. In fact, learned Senior Advocate Mr. Sarangi submits that there has been a settlement reached at between the parties after negotiation and it has been agreed upon that the opposite party shall be paid an amount of Rs. 1.5 lac shall be paid and in such view of the matter, the dispute having been dissolved, the criminal proceeding arising therefrom and pending in the court of learned SDJM, Berhampur in I.C.C. Case No. 293 of 2009 should be

quashed in the interest of justice and in that regard, an affidavit is filed by the opposite party.

4. Learned counsel for the opposite party files an affidavit sworn by opposite party himself stating therein that there shall be a payment of Rs. 1.5 lac to him towards full and final settlement of the dispute though he had deposited a sum of Rs.1.2 lac with the petitioner of providing a plot under a scheme.

5. Today in Court, learned Senior Advocate Mr. Sarangi hands over a demand draft for an amount of Rs. 1.2 lac to the learned counsel for the opposite party and the same is received by latter. It is submitted by the learned counsel for the opposite party that apart from the above payment in the shape of demand draft of Rs.1.2 lac, the opposite party has received a cash of Rs.30,000/-, thus, in sum total of Rs. 1.5 lac which is the amount agreed upon between the parties at the time of settlement.

6. Learned counsel for the opposite party produces a copy of the order dated 22nd January, 2015 passed in CRLMC No. 1018 of 2012 wherein in a similar situation involving the petitioner, the criminal proceeding was quashed on payment of the agreed amount as a result of compromise between the parties. The said order of this Court is perused and it is found that the petitioner as a party therein and in similar circumstances on a compromise with the informant and on payment of Rs. 80,000/- deposited with the Registry of this Court, the criminal proceeding in exercise of inherent jurisdiction 482 of Cr.P.C. was quashed.

7. Considering the above submissions and the affidavit filed by opposite party today in Court indicating therein about the

settlement so also having accepted a demand draft of Rs. 1.2 lac besides cash payment of Rs.30,000/- as has been acknowledged by the learned counsel for the opposite party, the Court is of the view that the proceeding in the present case should be quashed as no fruitful purpose would be served to allow the prosecution continue against the petitioner in view of the aforesaid development and accordingly, it is ordered.

8. In the result, CRLMC stands allowed. Consequently, in criminal proceeding in I.C.C. Case No. 293 of 2009 pending in the file of learned SDJM, Berhampur for the reasons indicated herein above is quashed.

(R.K.Pattanaik)
Judge