

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH  
CRM-M-24023-2021**

**Date of Decision: September 15, 2022**

**Navdeep Singh and others**

**...Petitioners**

**Versus**

**Harjinder Singh and another**

**...Respondents**

**CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH**

Present: Mr. Amit Dhawan, Advocate,  
for the petitioners.

Ms. Navneet Kaur, Advocate,  
for Ms. Nritika Verma, Advocate,  
for respondent No. 1.

Mr. J.S. Arora, DAG, Punjab,  
for respondent No. 2.

**SANJAY VASHISTH, J.**

1. Present petition, under Section 482, Cr.P.C., filed by petitioners, namely, Navdeep Singh, Rupinder Kaur, Daljit Kaur and Lakhwinder Singh, seeks quashing of Complaint bearing No. COMP 229, dated 2015, Resd. No. 76, dated 04.11.2015, titled as "Harjinder Singh Versus Navdeep Singh & Others (Annexure P-1), pending in the Court of learned Judicial Magistrate Ist Class, Nabha, as also summoning order dated 03.12.2016 (Annexure P-2) and all the consequential proceedings arising therefrom, on the basis of compromise dated 26.03.2021 (Annexure P-4).

2. Vide order dated 13.05.2022, the affected parties were directed to appear before the learned Illaqa Magistrate/trial Court, for

getting their respective statements recorded with regard to the compromise. The said Court was also directed to send a report containing the information as detailed in the said order.

3. In compliance thereof, the affected parties did appear before learned Judicial Magistrate Ist Class, Nabha, and got recorded their respective statements with regard to the compromise. The relevant extract of the report sent by learned Court below, vide Memo. No. 258, dated 04.07.2022, reads as under:

*“.....the accused namely Navdeep Singh, Rupinder Kaur, Daljit Kaur and Lakhwinder Singh appeared on 25.05.2022 before the Court of the undersigned and they got their statements recorded to the effect that the matter has been compromised between them and complainant, Harjinder Singh with the intervention of the respectable and relatives. Harjinder Singh complainant has made a statement that as per the compromise he does not want to proceed against any of the accused in the aforesaid complaint and he has been paid Rs. 8,25,000/- as per compromise. Copy of the said compromise dated 26.03.2021 is placed in the petitioner pending in the Hon’ble Punjab & Haryana High Court Chandigarh for quashing the present complaint, order of proclaimed offender passed against accused Lakhwinder Singh was declared as a proclaimed offender vide order dated 15.11.2018 and charge was framed against other accused persons. Photostat copy of the said compromise is Ex. C1. Complainant Harjinder Singh has agreed for quashing the present complaint and subsequent proceedings arisen out of the same complaint against them. Now the aforesaid Lakhwinder Singh who was declared as proclaimed offender on 15.11.2018 by the Trial Court, has arrived in India. Accused Surjit Kaur has already expired on 22.12.2015. The accused persons are not involved in any other criminal case. The present compromise between them and complainant is genuine, voluntary and without any coercion or undue influence. Rather the same is settled amicably. Copies of Aadhaar Cards of accused Navdeep Singh, Rupinder Kaur, Daljit Kaur and Lakhwinder Singh are attached as Ex. C2 to Ex. C5.*”

*Complainant Harjinder Singh also appeared on 25.05.2022 before the Court of the undersigned and he got his statement recorded to the effect that he has filed the present complaint against the accused Navdeep Singh, Rupinder Kaur, Daljit Kaur, Surjit Kaur (now deceased) and Lakhwinder Singh under Section 465, 467, 468, 471, 419, 420, 406, 341, 506, 120-B IPC Police Station Bhadson. Accused Surjit Kaur died on 22.12.2015. Accused Navdeep Singh, Daljit Kaur and Rupinder Kaur were summoned by the Trial Court vide order dated 6.10.2016 and accused Lakhwinder Singh had gone to Australia and he was declared as proclaimed offender vide order dated 15.11.2018 by the Trial Court. Now said Lakhwinder Singh has come back to India and he is present in the Court today. With the intervention of respectables and relatives, a compromise has been effected between him and the above said accused persons and the compromise was reduced into writing on 26.03.2021, which also bears his signatures and the copy of the said compromise has been placed in the quashing proceedings pending before the Hon'ble Punjab and Haryana High Court, Chandigarh for quashing the present complaint and subsequent events arisen therefrom and the photocopy of the said compromise is Ex. C1. He has no objection if the present complaint and all subsequent proceedings arising therefrom may be quashed against the accused persons. Now he has no other litigation either civil or criminal pending against the accused persons and they have already withdrawn their litigation against each other. As per the aforesaid compromise accused persons have paid Rs. 8,25,000/- to him and he has received the same. The present compromise between him and accused persons is genuine, voluntary and without any coercion or undue influence. Rather the same is settled amicably. Copy of his adhaar card is attached as Ex.C6.*

*From the aforesaid statements of the affected parties, it appears that the parties have voluntarily, without any pressure or coercion, entered into the compromise between themselves and have settled the matter amicably and said compromise appears to be genuine.*

*It is pertinent to mention here that perusal of the judicial file shows that in the present complaint, there are five accused namely Navdeep Singh, Rupinder Kaur, Daljit Kaur, Surjit Kaur (deceased since 22.12.2015) and Lakhwinder Singh. Accused Lakhwinder Singh was declared as proclaimed offender on 15.11.2018 and accused Lakhwinder Singh filed a petition before the Hon'ble Punjab*

*& Haryana High Court, Chandigarh for quashing the order dated 15.11.2018 whereby he was declared as a proclaimed offender. Hon'ble Punjab & Haryana High Court, Chandigarh vide its order dated 13.05.2022, has directed the accused Lakhwinder Singh to appear before the Trial Court and further directed the Trial Court to release the applicant Lakhwinder Singh on furnishing his bail bonds/ surety bonds and on payment of Rs. 10,000/- as costs to be deposited with District Legal Service Authority. Accused Lakhwinder Singh has now come to India and surrendered himself before the Trial Court and furnished bail bonds and surety bonds as well as payment receipt of Rs. 10,000/- deposited as costs with District Legal Service Authority. Now, none of the accused persons mentioned in the present case are proclaimed offenders. Accused are not involved in any other FIR. There is no FIR registered against the victims/ complainant.*

*Accused Navdeep Singh, Rupinder Kaur, Daljit Kaur, Surjit Kaur (deceased since 22.12.2015) and Lakhwinder Singh have appeared before the Trial Court and have made their statement. Complainant Harjinder Singh also appeared and made his separate statement in support of the compromise. The compromise appears to be genuine, voluntary and out of free will of the parties.*

*There is no investigating officer in the present complaint as this is a complaint case filed by complainant Harjinder Singh in the Court.”*

4. Learned counsel for the petitioners urged that due to intervention of the respectable and elderly people of the society, the matter has been resolved and the private parties have effected a compromise dated 26.03.2021 (Annexure P-4). At present, there remains no dispute amongst the private parties. He further submits that in view of the compromise so effected between the private parties, pendency of the impugned complaint case and consequential proceedings emanating therefrom would be sheer abuse of the process of law.

5. Learned counsel for respondent No. 1 after going through

the statements and the report received from learned Court below, very fairly admits that the private parties have resolved their dispute and effected a compromise and that she has no objection if the impugned complaint and all the consequential proceedings are quashed on the basis of compromise.

6. The Full Bench of this Court in the matter of **Kulwinder Singh and others v. State of Punjab and another**, 2007 (3) RCR (Criminal) 1052, has observed as under:

“(28) To conclude, it can safely be said that there can never be any hard and fast category which can be prescribed to enable the Court to exercise its power under Section 482 of the Cr.P.C. The only principle that can be laid down is the one which has been incorporated in the Section itself, i.e., "to prevent abuse of the process of any Court" or "to secure the ends of justice”.

(29) In **Mrs. Shakuntala Sawhney v. Mrs. Kaushalya Sawhney and others**, Hon'ble Krishna Iyer, J. aptly summoned up the essence of compromise in the following words:

“The finest hour of justice arrives propitiously when parties, despite falling apart, bury the hatchet and weave a sense of fellowship of reunion.”

(30) The power to do complete justice is the very essence of every judicial justice dispensation system. It cannot be diluted by distorted perceptions and is not a slave to anything, except to the caution and circumspection, the standards of which the Court sets before it, in exercise of such plenary and unfettered power inherently vested in it while donning the cloak of compassion to achieve the ends of justice.

(31) No embargo, be in the shape of Section 320(9) of the Cr.P.C., or any other such curtailment, can whittle down the power under Section 482 of the Cr.P.C.

(32) 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.*

(33) *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.*

(34) *The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and ever-lasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery."*

7. The legal principles as laid down in the above case, were

also approved by the Hon'ble Supreme Court in the matter of **Gian Singh v. State of Punjab and another, ( 2012) 10 SCC 303.** Furthermore, the broad principles for exercising the powers under Section 482 were summarized by the Hon'ble Supreme Court in the matter of **Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others v. State of Gujarat and another, (2017) 9 SCC 641.**

8. The Hon'ble Supreme Court has held in the matter of **Ramgopal and another v. State of Madhya Pradesh, 2021 SCC Online SC 834,** that the matters which can be categorized as personal in nature or in the matter in which the nature of injuries do not exhibit mental depravity or commission of an offence of such a serious nature that quashing of which would override public interest, the Court can quash the proceedings in view of the settlement arrived at amongst the parties. The observation of the Hon'ble Supreme Court is extracted as under:-

*“19. We thus sum-up and hold that as opposed to Section 320 Cr.P.C. where the Court is squarely guided by the compromise between the parties in respect of offences ‘compoundable’ within the statutory framework, the extraordinary power enjoined upon a High Court under Section 482 Cr.P.C. or vested in this Court under Article 142 of the Constitution, can be invoked beyond the metes and bounds of Section 320 Cr.P.C. Nonetheless, we reiterate that such powers of wide amplitude ought to be exercised carefully in the context of quashing criminal proceedings, bearing in mind: (i) Nature and effect of the offence on the conscious of the society; (ii) Seriousness of the injury, if any; (iii) Voluntary nature of compromise between the accused and the victim; & (iv) Conduct of the accused persons, prior to and after the occurrence of the purported offence and/or other relevant considerations.”*

9. After hearing learned counsel for the parties and going through the material available on record, this Court finds that there appears to be substance in the submission of learned counsel for the petitioners that pendency of the present criminal litigation would be abuse of process of law since the chances of conviction of the petitioners are bleak in view of the compromise so effected between the private parties.

10. The report alongwith statements of the affected parties received from learned Court below would reveal that the aggrieved person has genuinely effected a compromise with the petitioners and he has no objection if Complaint bearing No. COMP 229, dated 2015, Resd. No. 76, dated 04.11.2015, titled as “Harjinder Singh Versus Navdeep Singh & Others (Annexure P-1), pending in the Court of learned Judicial Magistrate Ist Class, Nabha, and consequential proceedings are quashed.

11. Keeping in view totality of the facts and circumstances of the case and taking into consideration the ratio of the judgments in the cases of **Gian Singh (supra)**, **Ramgopal (supra)** and **Kulwinder Singh (supra)**, this petition is allowed and Complaint bearing No. COMP 229, dated 2015, Resd. No. 76, dated 04.11.2015, titled as “Harjinder Singh Versus Navdeep Singh & Others (Annexure P-1), pending in the Court of learned Judicial Magistrate Ist Class, Nabha, and all the consequential proceedings arising therefrom are hereby quashed view of compromise, dated 26.03.2021 (Annexure P-4). However, the same would be subject to payment of costs of Rs. 5,000/- each to be deposited by the petitioners

with the High Court Bar Association Environment Protection Fund,  
Chandigarh, within one month from receipt of a certified copy of this  
order.

12.           Petition stands disposed of.

**(SANJAY VASHISTH)**  
**JUDGE**

**September 15, 2022**

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|----------|----------------------------|---------------|
| P Kapoor | Whether Speaking/Reasoned: | <b>YES/NO</b> |
|          | Whether Reportable:        | <b>YES/NO</b> |