

254 IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-26027-2022
Date of Decision: 19.12.2022

Shashank Lakhotia

..... Petitioner

Versus

State of Haryana and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Ms. Sushma Chopra, Advocate
for the petitioner.

Mr. N.S. Panwar, DAG, Haryana.

Mr. Vineet Sehgal, Advocate
for respondent No.2/complainant.

HARSH BUNGER J. (ORAL)

Petitioner has filed this petition under Section 482 Cr.P.C. for quashing of Complaint No.NACT/396/2018, dated 13.03.2018 (Annexure P-1), titled as ***“M/s YTS (Your Travel Shop) Vs. Fly Buzz Travels Solutions Pvt. Limited and others”***, filed under Section 138 of the Negotiable Instruments Act, pending before the Judicial Magistrate Ist Class, Panchkula, including all the subsequent proceedings arising therefrom qua the petitioner herein; on the basis of compromise dated 04.10.2021 (Annexure P-2) entered into between the petitioner herein and respondent No.2/complainant.

Learned counsel for respondent No.2 admits the fact of compromise (Annexure P-2) arrived at between the parties to the instant petition and short reply by way of affidavit dated 19.12.2022 of Sh. Tarun

Malik (respondent No.2) filed by learned counsel for respondent No.2 in

Court today is taken on record, subject to all just exceptions. The relevant extract of the said affidavit reads as under:

“ - x - x -

2. That during the proceeding of anticipatory bail filed by petitioner Shashank Lakhota, bearing No. CRM-M-23937 of 2019 before this Hon'ble Court, a compromise deed dated 04.10.2021 was executed between the deponent and petitioner Shashank Lakhota. A copy of the same is already placed on record as Annexure P-2 along with the present quashing petition.

3. That the deponent further submits that as per the terms of the compromise a petition bearing No. CRM-M-45232-2021 titled as Shashank Lakhota V/S State of Haryana and another, was filed before this Hon'ble Court for seeking quashing of FIR No. 135 dated 08.04.2019 registered under Sections 406, 420 IPC at Police Station Udyog Vihar, Distt.- Gurugram qua petitioner Shashank Lakhota only. This Hon'ble Court vide order dated 14.07.2022 allowed the Criminal Misc. petition and the FIR No. 135 dated 08.04.2019 stood quashed qua the petitioner Shashank Lakhota. A copy of the judgment dated 14.07.2022 is appended herewith as **Annexure R-1**.

4. That the deponent has no objection if the complaint filed under Section 138 of N.I. Act (NACT/396/2018) dated 13.03.2018 titled as “M/s YTS (Your Travel Shop) Vs. Fly Buzz Travels” pending adjudication before Ld. JMIC, Panchkula, is quashed by this Hon'ble Court qua the petitioner only, as per the agreed term No.4 of the compromise deed dated 04.10.2021 (Annexure P-2)”

I have heard learned counsel for the parties and perused the file.

After perusing the paper book as well as the affidavit dated 19.12.2022, filed by learned counsel of respondent No.2, it is found that the matter has

been amicably settled between the petitioner and respondent No.2/complainant. However, it is noticed that the present petition has been filed by Shashank Lakhotia, who is one of the accused, out of total five accused, seeking quashing of complaint in question on the basis of compromise.

A co-ordinate Bench of this Court in the case of “**Nitin Chadha Vs. M/s Swastik Vegetable Products Pvt. Ltd. and another**”, reported as **2015(3) R.C.R. (Criminal) 843**, has held that so far as offence under Section 138 of the Negotiable Instruments Act is concerned, the same is personal in nature.

In “**Shakuntala Sawhney v. Kaushalya Sawhney**”, (1979) 3 **SCR 639, at P 642**, Hon'ble Supreme Court observed that the finest hour of Justice arises propitiously when parties, who fell apart, bury the hatchet and weave a sense of fellowship or reunion.

Hon'ble Apex Court in the case of “**Gian Singh Versus State of Punjab and another**”, 2012(4) **RCR (Criminal) 543** has held as under:-

“57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. In what cases power to quash the criminal proceeding or complaint or F.I.R. may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before

exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and pre-dominantly civil flavour stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in affirmative, the High Court shall be well

within its jurisdiction to quash the criminal proceeding.”

Considering the entire facts, compromise arrived at between the parties and affidavit dated 19.12.2022 filed by learned counsel for respondent No.2, since the parties have arrived at a compromise by amicably settling their disputes, accordingly the aforesaid Complaint No.NACT/396/2018, dated 13.03.2018 (Annexure P-1), titled as **“M/s YTS (Your Travel Shop) Vs. Fly Buzz Travels Solutions Pvt. Limited and others”**, under Section 138 of the Negotiable Instruments Act, pending before the Judicial Magistrate Ist Class, Panchkula and all consequential proceedings arising therefrom, are hereby quashed **qua the petitioner herein only**, however, the same would be subject to payment of costs of Rs.10,000/- to be deposited by the petitioner with the **“Poor Patients' Welfare Fund, PGIMER, Chandigarh”** and the said amount would be spent for the treatment of poor patients within the knowledge of its Medical Superintendent.

It is clarified that the proceedings pending in Complaint No.NACT/396/2018, dated 13.03.2018 (Annexure P-1) against other accused shall continue.

Accordingly, the present petition is allowed and disposed of in the aforesaid terms.

All pending application(s), if any, shall stand disposed of.

19.12.2022
Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No
2. Whether reportable : Yes/No