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

Date of Decision: 15.11.2022

1.CRM-M-35133-2022 (O&M)

Vicky alias Pawan and Others

....Petitioners

Versus

State of Punjab and Others

...Respondents

2.CRM-M-34679-2022 (O&M)

Talwinder Kumar alias Kaka and Others

....Petitioners

Versus

State of Punjab and Others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Fatehjeet Singh, Advocate
for the petitioners in CRM-M-35133-2022 and
for respondents in CRM-M-34679-2022.

Mr. Tarun Jhatta, Advocate
for the petitioners in CRM-M-34679-2022 and
for respondents in CRM-M-35133-2022.

Mr. Subhash Godara, Addl. AG, Punjab.

HARSH BUNGER, J. (Oral)

This order shall dispose of two petitions filed for quashing of
FIR No.55 dated 02.04.2021 (Annexure P-1 in CRM-M-35133-2022), under
Sections 323 & 452 read with Section 34 of Indian Penal Code, 1860 and
General Diary No.27 dated 03.04.2021 (Annexure P-2 in CRM-M-34679-
2022) under Sections 323, 324, & 452 read with Section 34 of Indian Penal
Code, 1860 registered at Police Station Kartarpur, District Jalandhar (Rural)

and all the consequent proceedings arising therefrom, on the basis of

compromise(s) (Annexure P-2 in CRM-M-35133-2022 & Annexure P-3 in CRM-M-34679-2022) arrived at between the parties.

Vide orders dated 08.08.2022 passed in both the petitions, the Illaqa Magistrate/trial Court was directed to record the statements of the parties with regard to the genuineness and validity of the compromise(s).

In compliance thereof, the Judicial Magistrate First Class, Jalandhar has submitted two separate reports, vide letter bearing No.2923 dated 15.09.2022 in CRM-M-35133-2022 & letter bearing No.2921 dated 15.09.2022 in CRM-M-34679-2022 which indicate that the parties appeared before the Magistrate and got recorded their respective statements with regard to the validity of the compromise(s). As per the report, the compromise(s) arrived at between the parties are genuine and without any pressure or coercion from any corner. Relevant extract of the said report received in CRM-M-35133-2022 is reproduced as under:-

“The compliance report as desired by Hon'ble High Court is as following:-

- (a). It is respectfully submitted that after completion of investigation, report under Section 173 Cr.P.C. has already been filed in the present FIR.
- (b). It is further respectfully submitted that case is fixed before this court for procuring presence of accused persons and charge has not been drawn yet against the accused in the present case.
- (c). It is further respectfully submitted that prosecution evidence has not commenced yet in the present case.
- (d). It is respectfully submitted that all the concerned have signed the compromise statements as attached herewith. However, no compromise deed is placed upon record by the complainant and accused persons, in which the terms of their compromise are reduced, as it is stated at bar by learned counsels of the parties that they will submit the compromise deed before Hon'ble High Court.

It is further respectfully submitted that in view of the statements given by the parties, this Court is of the opinion that the compromise effected between the complainant and accused is genuine, voluntarily and out of their free will”.

Relevant extract of the said report received in CRM-M-34679-2022 is reproduced as under:-

“The compliance report as desired by Hon'ble High Court is as following:-

(a). It is respectfully submitted that after completion of investigation, report under Section 173 Cr.P.C. has already been filed in the present DDR.

(b). It is further respectfully submitted that case is fixed before this court for procuring presence of accused persons and charge has not been drawn yet against the accused in the present case.

(c). It is further respectfully submitted that prosecution evidence has not commenced yet in the present case.

(d). It is respectfully submitted that all the concerned have signed the compromise statements as attached herewith. However, no compromise deed is placed upon record by the complainant and accused persons, in which the terms of their compromise are reduced, as it is stated at bar by learned counsels of the parties that they will submit the compromise deed before Hon'ble High Court.

It is further respectfully submitted that in view of the statements given by the parties, this Court is of the opinion that the compromise effected between the complainant and accused is genuine, voluntarily and out of their free will”.

As per the Full Bench judgment of this Court in ***"Kulwinder Singh and others Vs. State of Punjab"***, reported as 2007 (3) RCR (Criminal) 1052, it was held that High Court has power under Section 482 Cr.P.C., 1973 to allow the compounding of non-compoundable offence and quash the prosecution where the High Court is of the opinion that the same is required to prevent the abuse of the process of law or otherwise to secure

the ends of justice.

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 personnel 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.”

In *Parbatbhai Aahir @ Parbat bhai Bhimsinh bhai Karmur*

Vs. State of Gujarat, 2017(4) R.C.R. (Criminal) 523, Hon'ble Supreme Court observed as under:

“15. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions :

(i) Section 482 preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. The provision does not confer new powers. It only recognises and preserves powers which inhere in the High Court;

(ii) The invocation of the jurisdiction of the High Court to quash a First Information Report or a criminal proceeding on the ground that a settlement has been arrived at between the offender and the victim is not the same as the invocation of

jurisdiction for the purpose of compounding an offence. While compounding an offence, the power of the court is governed by the provisions of section 320 of the Code of Criminal Procedure, 1973. The power to quash under Section 482 is attracted even if the offence is non-compoundable.

(iii) In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the High Court must evaluate whether the ends of justice would justify the exercise of the inherent power;

(iv) While the inherent power of the High Court has a wide ambit and plenitude it has to be exercised; (i) to secure the ends of justice or (ii) to prevent an abuse of the process of any court;

(v) The decision as to whether a complaint or First Information Report should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case and no exhaustive elaboration of principles can be formulated;

(vi) In the exercise of the power under Section 482 and while dealing with a plea that the dispute has been settled, the High Court must have due regard to the nature and gravity of the offence. Heinous and serious offences involving mental depravity or offences such as murder, rape and dacoity cannot appropriately be quashed though the victim or the family of the victim have settled the dispute. Such offences are, truly speaking, not private in nature but have a serious impact upon society. The decision to continue with the trial in such cases is founded on the overriding element of public interest in punishing persons for serious offences;

(vii) As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing in so far as the exercise of the inherent power to quash is concerned;

(viii) Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar

transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute;

(ix) In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice; and

(x) There is yet an exception to the principle set out in propositions (viii) and (ix) above. Economic offences involving the financial and economic well-being of the state have implications which lie beyond the domain of a mere dispute between private disputants. The High Court would be justified in declining to quash where the offender is involved in an activity akin to a financial or economic fraud or misdemeanor. The consequences of the act complained of upon the financial or economic system will weigh in the balance.”

In *Shakuntala Sawhney Vs. 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.

Considering the entire facts, compromise(s), the statements of the parties recorded before the Illaqa Magistrate / Trial Court and also both the reports dated 15.09.2022 submitted by Judicial Magistrate First Class, Jalandhar, since the parties have arrived at compromise by amicably settling their disputes and have decided to live in peace, no useful purpose will be served in allowing the criminal proceedings to continue.

Further, in the light of the above mentioned judicial precedents, when the parties have entered into a compromise, then continuation of the

proceedings would be mere an abuse of process of the Court.

In order to prevent unnecessary continuation of criminal proceedings on the ground that there are bleak chances of conviction in both the case, I am of the considered view that it would be in fitness of things to quash the proceedings on the basis of compromise and by quashing the FIR and the GDR while accepting the prayer of the petitioners, would be securing the ends of justice.

Accordingly, these petitions are allowed. FIR No.55 dated 02.04.2021 (Annexure P-1 in CRM-M-35133-2022), under Sections 323 & 452 read with Section 34 of Indian Penal Code, 1860 and General Diary No.27 dated 03.04.2021 (Annexure P-2 in CRM-M-34679-2022) under Sections 323, 324, & 452 read with Section 34 of Indian Penal Code, 1860 registered at Police Station Kartarpur, District Jalandhar (Rural) and all the consequent proceedings arising therefrom, are quashed qua the petitioners. However, the same would be subject to payment of costs of Rs.10,000/- (in each case) to be deposited by the petitioners 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.

Needless to say that parties shall remain bound by the terms of compromise and their statements made in the Court below.

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

15.11.2022
Amandeep

(HARSH BUNGER)
JUDGE

Whether speaking/reasoned:
Whether reportable:

Yes/No
Yes/No