

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-35308-2020
Reserved on : 31.08.2022
Pronounced on : 30.09.2022

Harvinder Singh WaliaPetitioner

Vs.

Charanjit SinghRespondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Vipin Mahajan, Advocate for the petitioner.

Mr. Ishan Thakur, Advocate for the respondent.

ANOOP CHITKARA J.

Criminal Complaint	Dated	Sections
COMA-255	23.05.2019 titled Charanjit Singh vs. Harwinder Singh Walia	138 of Negotiable Instruments Act 1881

The petitioner, arraigned as accused in the above captioned complaint, has come up before this Court under Section 482 CrPC for quashing of the complaint along with the summoning order dated 28.5.19 based on the compromise with the aggrieved person.

2. This Court vide order dated 13.1.21 had referred the matter to the Mediation Centre.

3. The aggrieved persons have amicably settled the matter with the petitioner. As per the report dated 8.3.21, the parties consented to the quashing of complaint and consequent proceedings without any threat.

ANALYSIS & REASONING:

4. Despite the opposition of the State's counsel to this compromise, the following aspects would be relevant to conclude this petition. In the present case, the offence is compoundable. Given the legislative mandate, the prosecution can be closed by quashing the complaint.

5. 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.

6. The jurisprudence behind the Negotiable Instruments Act, 1881 is that the business transactions are to be honoured. The legislative intention is not to make people suffer incarceration only because their cheques bounced. These proceedings are to recover the cheque amount by showing teeth of a penal clause.

7. In the light of the judicial precedents referred to above, given the terms of compromise, placement of parties, and other factors peculiar to the case, the contents of the compromise deed and its objectives point towards its acceptance.

8. In Himachal Pradesh Cricket Association v State of Himachal Pradesh, 2018 (4) Crimes 324, Hon'ble Supreme Court holds "[47]. As far as Writ Petition (Criminal) No. 135 of 2017 is concerned, the appellants came to this Court challenging the order of cognizance only because of the reason that matter was already pending as the appellants had filed the Special Leave Petitions against the order of the High Court rejecting their petition for quashing of the FIR/Chargesheet. Having regard to these peculiar facts, writ petition has also been entertained. In any case, once we hold that FIR needs to be quashed, order of cognizance would automatically stand vitiated."

9. Considering the entire facts, compromise, and in the light of the above-mentioned judicial precedents, I believe that continuing these proceedings will not suffice any fruitful purpose whatsoever. In the facts and circumstances peculiar to this case, the Court invokes the inherent jurisdiction under section 482 CrPC and quashes the complaint along with the summoning order dated 28.5.19. The bail bonds of the petitioner are accordingly discharged.

Petition allowed in the terms mentioned above. All pending application(s), if any, stand disposed of.

(ANOOP CHITKARA)
JUDGE

30.09.2022
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Whether speaking/reasoned: Yes
Whether reportable: No.