

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

CRM-M-41073 of 2020

Date of Decision: 6th May, 2022

Sunil Kumar

... Petitioner

Versus

State of Punjab and another

... Respondents

CORAM : HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present : None for the petitioner.
Ms. Bhawna Gupta, DAG, Punjab.

AVNEESH JHINGAN, J.(Oral)

1. This petition under Section 482 of Code of Criminal Procedure is filed seeking quashing of FIR No. 153 dated 12th September, 2017, under Sections 406, 420, 120-B IPC, registered at Police Station Kharar, District SAS Nagar, Mohali all subsequent proceedings arising therefrom, on the basis of compromise dated 5th July, 2019.

2. The FIR was registered at the instance of Jatinder Singh. The allegations were that the accused ostensibly received amount from the petitioner on pretext of sending him abroad. Neither the needful was done, nor amount was refunded.

3. The parties with the intervention of respectables have compromised the matter.

4. On 9th December, 2020, the parties were directed to appear before the Illaqa Magistrate/trial court for getting their statements recorded with regard to compromise dated 5th July, 2019.

5. The report dated 16th December, 2020 is received stating that

the compromise is genuine, voluntary, without any coercion or undue influence. Further that there is only one accused (petitioner herein) and he has not been declared as proclaimed offender.

6. Full Bench of this Court in ***Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Criminal) 1052***, has held:-

“There is no statutory bar in Cr.P.C. which affects inherent power of this Court under Section 482. The power of quashing is not limited to matrimonial cases alone.”

7. The Supreme Court in ***Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others v. State of Gujarat and another, 2017 AIR (SC) 4843*** laid down the broad principles governing the exercises of powers of quashing of FIR. It was held that the power under Section 482 Cr.P.C. is to be exercised by the High Court to secure the ends of justice, to prevent abuse of any process of law and in cases where in view of the compromise the possibility of conviction is remote and continuation of proceeding will cause oppression and prejudice.

8. The FIR in question on the basis of compromise qua the co-accused was quashed on 19th February, 2020 in CRM-M-52849-2019.

9. The dominant tone and tenor of dispute is commercial in nature. The parties have settled the differences and have decided not to litigate any further. No useful purpose would be served by continuing with the trial. To meet the ends of justice, the FIR mentioned above and all consequential proceedings arising therefrom qua the petitioner are quashed.

10. The petition is allowed.

(AVNEESH JHINGAN)
JUDGE

6th May, 2022

Parveen Sharma

Whether reasoned/speaking
Whether reportable

Yes
Yes