

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

**CRM-M-49418 of 2021
Date of Decision: 29.7.2022**

Rahul Kumar and another

Petitioners

Versus

State of Haryana and another

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Shantanu Bansal, Advocate for the petitioners.
Ms. Geeta Sharma, DAG, Haryana.
Mr. Sulvester Stephen, Advocate for respondent No. 2.

AVNEESH JHINGAN, J (Oral):

This is a petition under Section 482 Cr.P.C. for quashing of FIR No. 189 dated 13.5.2011, under Sections 406, 420, 467, 468, 471 and 120-B IPC registered at Police Station Ambala City and all subsequent proceedings arising therefrom on the basis of compromise.

The allegations in the FIR are of non-adherence to the terms of agreement to sell. Earnest money was paid, neither the same was refunded nor sale deed executed.

On 23.3.2022, the parties were directed to appear before the Illaqa Magistrate/trial court for getting their statements recorded with regard to compromise.

The report dated 16.4.2022 is received stating that the compromise is genuine, voluntary, without any coercion or undue influence and that there are two accused (petitioners herein) and they have not been declared as proclaimed offender.

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.”

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.

The dispute has a pre-dominant tone and tenor of commercial transaction. The grievance was that the money was not returned. The parties have settled the differences and have decided to settle the issue and 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 are quashed.

The petition is allowed.

**[AVNEESH JHINGAN]
JUDGE**

29.7.2022

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