

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

239-CRM-M-50329-2022

Date of Decision: 20.12.2022

Swaran Singh @ Bagga & Ors.

... Petitioners

VS.

State of Punjab & Ors.

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. SS Momi, Advocate for the petitioners

Mr. Kunwarbir Singh, AAG Punjab

Mr. Prabhjot Singh, Advocate for respondents No.2 to 4

Sandeep Moudgil, J. (Oral)

This is a petition under Section 482 Cr.P.C. for quashing of (i) Complaint No.COMI/109/2014 dated 19.08.2014 (Annexure P1) under Sections 452/323/324/325/326/506/148/149/201 IPC; (ii) summoning order dated 01.12.2014 passed by JMIC, Samana (Annexure P2); (iii) judgment and order of sentence dated 23.10.2019 passed by JMIC, Samana (Annexure P3), and all other consequential proceedings arising therefrom, on the basis of compromise dated 29.08.2022 (Annexure P5).

During the pendency of the dispute, the parties have compromised the matter. Vide order dated 31.10.2022, parties were directed to appear before the Illaqa Magistrate/Trial Court and for report with regard to the genuineness of the compromise.

The report dated 02.12.2022 has been received from learned Additional Sessions Judge, Patiala stating that the parties have entered into a compromise without any undue influence or pressure.

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

“The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in noncompoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice. The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and everlasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery.”

The legal principles as laid down for quashing of the judgment were also approved by the Hon'ble Supreme Court in the matter of '***Gian Singh Versus State of Punjab and another, (2012) 10 SCC 303***'.

Furthermore, the broad principles for exercising the powers under Section

482 were summarized by the Hon'ble Supreme Court in the matter of '*Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others versus State of Gujarat and another*' (2017) 9 SCC 641'.

It is evident that in view of the amicable resolution of the issues amongst the parties, no useful purpose would be served by continuation of the proceedings. The furtherance of the proceedings is likely to be wastage of judicial time as there appears to be no chances of conviction.

In view of above, prayer made in the present petition is allowed and the above mentioned (i) Complaint No.COMI/109/2014 dated 19.08.2014 (Annexure P1); (ii) summoning order dated 01.12.2014 passed by JMIC, Samana (Annexure P2); (iii) judgment and order of sentence dated 23.10.2019 passed by JMIC, Samana (Annexure P3), and all other consequential proceedings arising therefrom, on the basis of compromise dated 29.08.2022 (Annexure P5) are quashed *qua* the petitioners.

Disposed off.

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

20.12.2022

V.Vishal

1. Whether speaking/reasoned?
2. Whether reportable?

(Sandeep Moudgil)
Judge

Yes/No
Yes/No