

CRM-M-42791-2019 (O&M)

Through video conference
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**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.**

**CRM-M-42791-2019 (O&M).
Decided on: February 11, 2022.**

Jaswant Singh

.. Petitioner

VERSUS

State of Punjab and another

.. Respondents

*** * ***

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

*** * ***

**PRESENT Mr.Kamal Narula, Advocate,
for the petitioner.**

Mr.C.L.Pawar, Sr. DAG, Punjab.

**Mr.Munish Gulati, Advocate,
for respondent No.2.**

JASGURPREET SINGH PURI, J. (ORAL)

The present petition has been filed under Section 482
Cr.P.C. for quashing of F.I.R. No.124 dated 28.7.2018, under Section 420
IPC, registered at Police Station Guruharsahai, District Ferozepur and all
the consequential proceedings arising therefrom on the basis of

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compromise dated 31.7.2019 (Annexure P-1) stated to be effected between the parties.

It has been submitted by the learned counsel for the petitioner that the matter is still at the investigation stage and challan has not been presented in the present case. It is a case of financial dispute between the parties i.e. the petitioner and respondent No.2 and the matter has been settled by way of compromise vide Annexure P-1 and therefore, the present FIR may be quashed based upon aforesaid compromise. He has also submitted that respondent No.2 is also being represented in this Court by Mr.Munish Gulati, Advocate and reply has also been filed by the learned counsel for respondent No.2 by stating that the matter has been compromised between the parties vide Annexure P-1.

Mr.C.L.Pawar, learned senior DAG, Punjab, appearing on behalf of respondent No.1 – State has submitted that reply by way of affidavit has been filed in pursuance of the order passed by this Court. While referring to the reply filed by the State, learned State counsel has submitted that allegations contained in the FIR are serious in nature and it is not a fit case for quashing of the FIR based upon compromise. He while referring to the reply has further submitted that FIR is of the year 2018 and thereafter, investigation was conducted by the prosecution and challan under Section 173 Cr.P.C. was prepared but the same could not be presented to the Court despite repeated reminders to the petitioner for the purpose of presenting the challan before the Court. Furthermore, the prosecution is not aware with regard to the compromise between the

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parties. The learned State counsel has further submitted that the State has serious objection to the quashing of the FIR even if based upon compromise in view of the nature and gravity of the offence involved in the present case and therefore, he has opposed the quashing of FIR based upon compromise. Learned State counsel, on instructions, has further pointed out that the petitioner is a serving Constable in Punjab Police in the Deartment of P.A.P.

I have heard the learned counsel for the parties.

Before proceeding further, the contents of the FIR **as translated by the petitioner** are reproduced as under:-

*"TO, The SSP, Sahib Ferozepur,
Subject: - application against Jaswant Singh son of Darshan Singh, resident of Rao Ke Hithar, Police Employee Belt No.518, now posted at Chandigarh.
Sir it is requested that I Bakshish Singh son of Tehal Singh, r/o village Rana Panj Grain, Police Station Guruharsahai, Distt. Ferozepur. That in the year 2012, one FIR registered against me at Police Station Guruharsahai, in which in 2014 my bail was granted. That Jaswinder Singh son of Resham Singh, r/o Chak Swa Wala, is runing a school near to our village who introduce me with the above said Jaswant Singh and the above said Jaswant Singh said to me that I have close relations with Judge J.S. Mehrok, Ferozepur. I will be acquit you from this case, for that above said Jaswant Singh demand Rs.30 lacs in advance and I came in his talk and lease my one acre land to Bakshish Singh son of Tehal Singh, r/o Rana Panj*

Grain an amount of Rs.3,50,000/- and in this lease Kashmir Singh son of Bikka Singh, Mall Sigh son of Mohan Singh and Jeet Singh son of Nambardar r/o Rai Ke Uttar were the witnesses. That in May 2014, I hand over amount of Rs.3 lacs to Jaswant Singh through Master Jaswinder Singh, in the presence of Gurnam Singh son of Lal Singh, r/o Rao Ke Uttar, Roshan Singh son of Jagga Singh, r/o Issa Panj Grain, Paramjit Singh son of Kashmir Singh, r/o Issa Panj Grain, in the school to the above said Jaswant Singh, but the said Jaswant Singh has not acquit me from the case nor returned my money, till today the above said case is going on in the Court of Sessions Judge, Ferozepur. Many time I asked to the Jaswant Singh to return my money, but gave excuse to return the money and many time he refused to return my money. Now he is not listening to me instead of that he used abusing language against me and threatened me, so it is requested that case be registered against the Jaswant Singh regarding the cheating of Rs.3 lacs and justice be given to me. Yours thankfully, applicant. Sd/- Bakshish Singh son of Tehal Singh, resident Panj Grain.”

Learned counsel for the petitioner has submitted that at one place amount of Rs.30,000,00/- has been mentioned inadvertently which was a typographical mistake and it was actually Rs.3,00,000/- and therefore, he has apologised for the wrong translation. The explanation given by the learned counsel for the petitioner is accepted. Therefore, this

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Court will proceed on the basis of the vernacular of the FIR which has been attached along with the present petition.

As per the allegations contained in the FIR, complainant – respondent No.2 has alleged that the petitioner has duped him by taking an amount of Rs.3,00,000/- for the purpose of getting one case under the NDPS Act, decided in his favour through a Judge of the District Courts. The name of the judge is also mentioned in the FIR. Thereafter, the complainant had mortgaged his land for an amount of Rs.3,50,000/- and handed over the sum of Rs.3,00,000/- to the petitioner in the presence of witnesses and thereafter, neither he was acquitted in the case nor the petitioner has returned the money.

The question which arises for consideration in the present case is as to whether there can be quashing of FIR based upon compromise or not. The law with regard to the quashing of FIR based upon compromise is no longer res integra. An FIR can be quashed based upon compromise when the Court is satisfied that in case further prosecution is carried on, it will amount to abuse of process of law and in peculiar facts and circumstances of a particular case, the High Court may exercise the powers under Section 482 Cr.P.C. for quashing of FIR based upon compromise. A dispute pertaining to financial dispute simplicitor can certainly be a ground for quashing of the FIR based upon compromise but in the present case the dispute pertaining to giving of money for the purpose of getting a case decided from a Judicial Officer, is not a case of simplicitor financial dispute. The power under Section 482 Cr.P.C. has to

be exercised with due care and caution and FIR cannot be quashed merely on the basis of the fact that the matter has been compromised between the parties and the offence involved is only under Section 420 IPC. A perusal of the present petition, compromise Annexure P-1 and the reply filed by the counsel for respondent No.2 would show that there is nothing to show that the allegations in the FIR were levelled based upon some misunderstanding or based upon some wrong facts. The only ground taken up in the present petition and the compromise is that since the matter has been settled between the parties, the FIR may be quashed. Meaning thereby that allegations stated in the FIR have not been denied anywhere and the seriousness and magnitude of the allegations is so large that there can be no occasion to quash the FIR based upon compromise.

Another interesting aspect to be seen in the present case is that the reply on behalf of respondent No.2 has been filed by the counsel for respondent No.2 and not by respondent No.2 himself and the same has not been supported by any affidavit and therefore, the reply filed by counsel for respondent No.2 deserves to be ignored.

Therefore, considering the totality of the circumstances of the present case, I do not deem it fit and proper to quash the FIR based upon compromise. Consequently, finding no merit in the present petition, the same is hereby dismissed.

February 11, 2022.
raj arora

(JASGURPREET SINGH PURI)
JUDGE

Whether speaking / reasoned	Yes / No
Whether reportable	Yes / No