

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

**CRM-M-1432-2019
Date of Decision: 14.02.2023**

Vijay Kumar and another

..... Petitioners

Versus

State of Punjab and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Neeraj Madaan, Advocate
 for the petitioners.

Mr. Harjinder Singh Sidhu, AAG, Punjab
for respondent No.1/State.

Mr. T.S. Sidhu, Advocate
for respondent No.2.

HARSH BUNGER J. (ORAL)

Present petition under Section 482 of the Code of Criminal Procedure is filed for quashing of FIR No.49 dated 04.05.2018 (Annexure P-1), under Sections 406 and 420 of the Indian Penal Code, registered at Police Station City Jalalabad, District Fazilka, along with all consequential proceedings arising therefrom, on the basis of Compromise Deed dated 19.12.2018 (Annexure P-2).

In the present case, the aforesaid FIR (Annexure P-1) was got registered at the behest of respondent No.2 - Punjab State Civil Supplies Corporation Ltd. (PUNSUP) and it appears that even arbitration proceedings were commenced, however, the matter was amicably settled between the parties vide compromise dated 19.12.2018 (Annexure P-2). The

relevant extract of which reads as under:-

“ - x - x -

1. *That on the statement of the First Party FIR No.0049 dated 04/05/2018 U/s 420/406 IPC was registered at PS City Jalalabad against the Second Party and thereafter investigation has been conducted.*

2. *That in furtherance of above said matter and to amicably resolve the matter peacefully as well as to bring harmony interse the parties to the present deed, both the parties have effected compromise with the intervention of respectable persons and as per compromise, the first party has received the balance amount as well as Final Rice from the second party and in lieu of receiving payment by the first party, the first party has issued NO DUES CERTIFICATE in favour of the second party and now the first party has no objection if the above said FIR along with its consequential proceedings, be quashed by the Hon'ble Punjab & Haryana High Court, at Chandigarh.*

- x - x - ”

Factum of amicable settlement between the petitioners and respondent No.2 is substantiated from the short reply by way of affidavit dated 14.11.2022, filed on behalf of respondent No.2 on 15.11.2022. The relevant extract of the said affidavit reads as under:-

“ - x - x -

3. *That M/s Merock Industries Village Tiwana Kalan, Jalalabad was allotted to PUSUP for custom milling paddy of crop year 2017-18. The partners of this firm are Vijay Kuamr and Vinod Kumar. The firm entered into agreement dated 09.10.2017 with PUNSUP for custom milling of paddy crop year 2017-18. In pursuance of the agreement, the petitioner firm was issued 205168 bags weighing 76938.00 qtls. of paddy*

for custom milling. As per the terms of the agreement, the rice due was 51548.00 qtls. Physical verification of stocks lying in the petitioner mill was conducted on 12.03.2018 and it was found that there was shortage of 40919 bags weighing 15344.625 qtls. of paddy. The petitioner firm failed to account for the shortage of paddy and letter dated 04.04.2018 was written to SSP, Ferozepur for registration of FIR against firm and its partners and FIR No.49 dated 4.5.2018 was registered at Police Station City Jalalabad. The value of the shortage of paddy was Rs.2,94,79,346/-.

- 4. That after the registration of the FIR, the petitioner firm had delivered 16031.62 quintals of rice to FCI after 12.03.2018 upto 14.06.2018. The balance rice was 731.825 quintals and the petitioner firm had deposited its price with PUNSUP and at present nothing is due from the petitioner firm and the petitioner firm has cleared the account of PUNSUP.*
- 5. That the arbitration proceedings were conducted by Sole Arbitrator Sh. B.C. Gupta, Additional District & Sessions Judge (Retd.), to settle the dispute between PUNSUP and M/s Merock Industries in terms of clause 30 of the agreement dated 09-10-2017 for paddy crop year 2017-18. On 14.01.2019, award of NIL amount was passed by arbitrator in this case, as disputed amount has been deposited by miller.”*

Learned State counsel and learned counsel appearing for respondent No.2 do not dispute the genuineness of the compromise arrived at between the parties.

I have heard learned counsel for the parties and perused the paper book.

A perusal of the allegations levelled in the instant FIR

cases, which can be quashed by the High Court, in exercise of its inherent power under Section 482 of the Code of Criminal Procedure.

In the light of judgments rendered by the Hon'ble Apex Court in the cases of "*Shakuntala Sawhney Vs. Kaushalya Sawhney*", 1979 (3) SCR 639 and "*Gian Singh Vs. State of Punjab and another*", 2012 (4) RCR (Criminal) 543, and also considering the entire facts, compromise arrived at between the parties and affidavit dated 14.11.2022, filed on behalf of respondent No.2, since the parties have arrived at a compromise by amicably settling their disputes and have decided to live in peace, no useful purpose will be served in allowing the criminal proceedings to continue.

In this view of the matter, this petition is allowed. FIR No.49 dated 04.05.2018 (Annexure P-1), under Sections 406 and 420 of the Indian Penal Code, registered at Police Station City Jalalabad, District Fazilka and all the consequential proceedings arising therefrom are quashed qua the petitioners. However, the same would be subject to payment of costs of Rs.10,000/- to be deposited by the petitioners with the "**Poor Patients' Welfare Fund, PGIMER, Chandigarh**" and the said amount would be spent for the treatment of poor patients within the knowledge of its Medical Superintendent.

Needless to say that the parties shall remain bound by the terms of compromise.

All pending application(s), if any, shall stand disposed of.

14.02.2023

Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No

2. Whether reportable : Yes/No