

120

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

CRM-M-2950-2023
Decided on : 19.01.2023

M/s Aar Kay

..... Petitioner

Versus

State of Haryana and others

..... Respondents

CORAM : HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present : Mr. Sunil Kumar Bhoria, Advocate
for the petitioner.

Manjari Nehru Kaul, J.(Oral)

Instant petition has been filed under Section 482 Cr.PC for quashing FIR No.120 dated 17.06.2022 under Section 304-A IPC registered at Police Station Sector 20, Panchkula and subsequent proceedings arising out therefrom on the basis of compromise dated 04.01.2023 (Annexure P-2).

Learned counsel for the petitioner inter alia contends that the FIR in question was lodged at the instance of respondent No.3, who was an alleged eyewitness to the accident in question. Learned counsel submits that subsequent to the registration of FIR, the mother of the deceased compromised the matter with the petitioner vide compromise dated 04.01.2023 (Annexure P-2). In support of his submissions, learned counsel has drawn the attention of this Court to the terms and conditions of the compromise (Annexure P-2) arrived at between the mother of the deceased and the petitioner. Learned counsel submits that in the wake of the

compromise arrived at between the parties, continuation of criminal proceedings would serve no useful purpose and would be a futile exercise.

Heard learned counsel and perused the relevant material available on record.

No doubt, this Court does have wide and extensive powers under Section 482 Cr.PC to quash a FIR/criminal proceedings on the basis of compromise, however, while exercising its inherent jurisdiction under Section 482 Cr.PC, this Court cannot be expected to turn a blind eye to the offence(s) committed by the accused. Still further, it needs to be reiterated that the powers of this Court to compound an offence(s) has to be guided by the provisions of Section 320 Cr.PC even though admittedly it is distinct from the inherent powers vested in this Court under Section 482 Cr.PC to quash an FIR/criminal proceedings.

In the instant case, the FIR was registered at the instance of respondent No.3, who was an eyewitness to the accident in question. As per the allegations levelled in the FIR in question, on the fateful day the deceased along with other labourers was working for the petitioner-firm. Even though the petitioner-firm had been repeatedly requested by the labourers including the complainant and the deceased to provide them with safety equipment while working, however, their requests had fallen on deaf ears. On 17.06.2022 while the deceased and other labourers were doing painting work in Parshavnath Royal Society, Sector 20, Panchkula, the deceased fell to his death from the 10th floor of the building.

There are categoric allegations levelled in the FIR by the complainant that neither the contractor provided them with any safety

equipment nor put a net around the building, and had it been done, the life of the deceased would have been saved. The petitioner-firm was charged for offence under Section 304-A IPC for negligence in not providing the safety equipment etc. to the labourers including the deceased. There can be no doubt that the victim in the case in hand is the deceased and deceased alone. No doubt, the petitioner did manage to enter into a compromise with the mother of the deceased for reasons best known to them, rather obvious, however, the offence under Section 304-A IPC cannot, by any stretch of imagination, be said to be private in nature.

This Court in ***Narinder Singh and others vs. State of Punjab and another, 2014(2) RCR (Crl.) 482*** has observed as under:

“The offence under Section 304-A IPC presents a situation where the victim has lost his life in an accident. The legal representatives of the deceased may enter into a compromise with the accused for considerations best known to them, but to say that an offence under Section 304-A is private in nature is wholly incorrect. It is an offence which impacts society as a whole with its ripples casting their net far and wide, permeating to the very core.”

Still further, a perusal of the compromise so arrived at between petitioner – M/s AAR Kay Building Material Supplier, Gurugram and Chamari Chabachi (mother of the deceased) through her special power of attorney holder does raise a big question mark as to whether it has actually been arrived at without any pressure, coercion or any undue influence as was vehemently urged by the learned counsel. The compromise deed records that there was no undue influence exerted on respondent No.2 –

mother of the deceased, however on a perusal of the terms and conditions of the compromise deed, the truth comes tumbling out. Legal niceties and clever use of words cannot obfuscate the real issues. Contents of the terms and conditions help in unraveling the truth, through money, undue influence was indeed brought to bear upon the mother of the deceased to enter into a compromise with the petitioner.

It would be apposite to reproduce the terms and conditions of the compromise arrived at between the parties, which are as under:

Terms and Conditions

1. *That subject to the rights and privileges provided for in this agreement, each party do hereby releases and discharges each other from all causes of action, claims, compensation, rights or demands etc. whatsoever, at law or in equity, which either of the parties ever had or now has against the other, known or unknown, by reason of any matter, cause or thing upto the date of the execution of this agreement except for those arising out of this agreement.*
2. *That is is mutually decided between the parties that the second party shall withdraw all the allegations levelled in the FIR No.120 of 2022 under Sections 304-A IPC registered at Police Station Sector 20 Panchkula (Haryana) and second case that is claim petition pending the court of Sh. Anil Kumar Sharma, Commissioner Under Employees Compensation Act, Panchkula.*
3. *That the parties hereto have **mutually and amicably and without any pressure or coercion***

or under any undue influence have mutually agreed to apply for quashing petition for cancellation of FIR No.120 of 2022 in the competent courts of law. And the parties have further agreed to take and bear their respective responsibilities and cost in regards to above including payment of lawyer's fee, cost if any etc.

4. That the First Party in order to achieve mental peace has agreed to pay a sum of Rs.2,30,000/- (Two lacs, thirty thousand only) as one time lump sum financial support to the second party. The details payment are as under;

- (i) Rs.30,000/- (Third thousand) through cash
- (ii) Rs.50,000/- through DD No.520481 dated 02.01.2023 issued by Bank of Baroda, Gurgaon
- (iii) Rs.50,000/- through DD No.520482 dated 02.01.2023 issued by Bank of Baroda, Gurgaon
- (iv) Rs.1,00,000/- (one lac) through cheque No.002284 of Bank of Baroda, Gurgaon, which shall be handed over to the Second party at the time of statement in quashing petition in the abovesaid FIR filed by the First party in the Hon'ble Punjab and Haryana High Court, Chandigarh or any other competent authority.

5. That the Parties hereto mutually covenants and affirm that neither of the Parties shall ever cause any physical and or mental harm, atrocities neither to the other party nor to any of their family members.

6. That both the parties shall not initiate/file any

petition against each other in future.

7. *That if the Second party fails to honour this compromise deed, the second party shall be bound to return the amount received by her with interest and she shall not be entitled to claim rest of the amount agreed in this compromise deed. If the first party refuses to accept/honour this compromise, he shall be liable to face proceedings permissible under the law as well as shall be burdened the forfeiture of amount paid by the first party, if any. The first party will be bound to pay the rest amount settled between the parties through this compromise deed.”*

A perusal of contents of para 4 of the terms and conditions of the compromise reveal that money changed hands. It is not hard to discern that it was ostensibly done with a view to silence and win over the mother of the deceased i.e. respondent No.2. Such predatory instincts must be curbed. Undoubtedly, if there is a case of exerting undue influence, then this is one!

All undue influence is not bribe, but bribe is certainly undue influence, which as already noticed, is discernible from the fact that some “amount” has been offered by the petitioner to respondent No.2 for effecting the compromise (Annexure P-2). This would certainly fall within the ambit of 'undue influence' as it would amount to bestowing an unscrupulous gift to influence the mother of the deceased from pursuing criminal proceedings against the accused.

This Court has thus, no hesitation to say that money has indeed

played a role and it cannot be said that the compromise effected between the parties is without any undue influence. This Court, therefore, rejects the compromise effected between the petitioner and respondent No.2 i.e. mother of the deceased.

As a sequel to the above discussion, this Court does not find it a fit case to invoke its inherent jurisdiction under Section 482 Cr.P.C. to quash FIR bearing No. 120 dated 17.06.2022 under Section 304-A IPC registered at Police Station Sector 20, Panchkula (Annexure P-1) on the basis of compromise (Annexure P-2).

Accordingly, the present petition stands dismissed. However, any observations made herein above would not be construed to be an expression of opinion on the merits of this case.

(MANJARI NEHRU KAUL)
JUDGE

19.01.2023

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