

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

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CRM-M-8291-2023

Date of Decision : 16.02.2023

Amarjit Singh @ Amarjeet Singh

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present : Ms.Kamaldeep Kaura, Advocate
for the petitioner.

JAGMOHAN BANSAL, J. (Oral)

The petitioner through instant petition, on the basis of compromise is seeking quashing of FIR No.59 dated 14.06.2022 registered at Police Station Smalsar, District Moga, under Sections 406,498-A of IPC.

Learned counsel for the petitioner *inter alia* contends that a compromise dated 19.01.2023 has been arrived at between the parties before the Mediation & Conciliation Centre of this Court. As per compromise, the petitioner was supposed to pay a sum of Rs.50,000/-at the time of filing of a petition under Section 13-B of the Hindu Marriage Act before the Family Court. The petition stands filed and a sum of Rs.50,000/- has been paid. The petitioner was further required to pay a sum of Rs.50,000/- at the time of quashing of FIR. The petitioner, in the Court, handed over a demand draft bearing No. 001828 for a sum of Rs.50,000/- to the private respondent, who is present in Court along with her counsel. She prays that the present FIR may be quashed in view of

compromise.

Notice of motion.

Mr. Amish Sharma, Asstt. A.G., Punjab, accepts notice on behalf of respondent No. 1-State.

Ms.Sunita Nbambiar, Advocate has filed his power of attorney on behalf of respondent No.2, which is taken on record.

Learned State counsel and learned counsel for respondent No.2 submitted that they have no objection if FIR and consequent proceedings in view of compromise are quashed.

Relying upon its earlier judgments in 'Gian Singh Vs. State of Punjab and others, (2012) 10 SCC 303' and 'The State of Madhya Pradesh Vs. Laxmi Narayan and others (2019) 5 SCC 688', a two Judge Bench of the Hon'ble Supreme Court in 'Ramgopal and another Vs. State of Madhya Pradesh 2021 SCC online SC 834' while dealing with power of High Court under Section 482 of Cr.P.C. to quash non-compoundable offences on the basis of compromise between the disputing parties has held:

“11. True it is that offences which are ‘non-compoundable’ cannot be compounded by a criminal court in purported exercise of its powers under [Section 320](#) Cr.P.C. Any such attempt by the court would amount to alteration, addition and modification of [Section 320](#)Cr.P.C, which is the exclusive domain of Legislature. There is no patent or latent ambiguity in the language of [Section 320](#)Cr.P.C., which may justify its wider interpretation and include such offences in the docket of ‘compoundable’ offences which have been consciously kept out as non-

compoundable. Nevertheless, the limited jurisdiction to compound an offence within the framework of [Section 320 Cr.P.C.](#) is not an embargo against invoking inherent powers by the High Court vested in it under [Section 482 Cr.P.C.](#) The High Court, keeping in view the peculiar facts and circumstances of a case and for justifiable reasons can press [Section 482 Cr.P.C.](#) in aid to prevent abuse of the process of any Court and/or to secure the ends of justice.

12. The High Court, therefore, having regard to the nature of the offence and the fact that parties have amicably settled their dispute and the victim has willingly consented to the nullification of criminal proceedings, can quash such proceedings in exercise of its inherent powers under [Section 482 Cr.P.C.](#), even if the offences are non- compoundable. The High Court can indubitably evaluate the consequential effects of the offence beyond the body of an individual and thereafter adopt a pragmatic approach, to ensure that the felony, even if goes unpunished, does not tinker with or paralyze the very object of the administration of criminal justice system.

13. It appears to us that criminal proceedings involving non-heinous offences or where the offences are pre-dominantly of a private nature, can be annulled irrespective of the fact that trial has already been concluded or appeal stands dismissed against conviction. Handing out punishment is not the sole form of delivering justice. Societal method of applying laws evenly is always subject to lawful exceptions. It goes without saying, that the cases where compromise is struck post-conviction, the High Court ought to exercise such discretion with rectitude, keeping in view the circumstances surrounding the incident, the

*fashion in which the compromise has been arrived at, and with due regard to the nature and seriousness of the offence, besides the conduct of the accused, before and after the incidence. The touchstone for exercising the extra-ordinary power under [Section 482 Cr.P.C.](#) would be to secure the ends of justice. There can be no hard and fast line constricting the power of the High Court to do substantial justice. A restrictive construction of inherent powers under [Section 482 Cr.P.C.](#) may lead to rigid or specious justice, which in the given facts and circumstances of a case, may rather lead to grave injustice. On the other hand, in cases where heinous offences have been proved against perpetrators, no such benefit ought to be extended, as cautiously observed by this Court in [Narinder Singh & Ors. vs. State of Punjab & Ors.](#)³ and *Laxmi Narayan (Supra)*.*

14. In other words, grave or serious offences or offences which involve moral turpitude or have a harmful effect on the social and moral fabric of the society or involve matters concerning public policy, cannot be construed between two individuals or groups only, for such offences have the potential to impact the society at large. Effacing abominable offences through quashing process would not only send a wrong signal to the community but may also accord an undue benefit to unscrupulous habitual or professional offenders, who can secure a 'settlement' through duress, threats, social boycotts, bribes or other dubious means. It is well said that "let no guilty man escape, if it can be avoided."

From the perusal of compromise dated 19.01.2023 which has been arrived at before the Mediation and Conciliation Centre of this

Court, it transpires that contesting parties have amicably resolved their grievances. They have decided to part their ways. They have further decided not to file litigation against each other and withdraw all the pending cases. The relevant terms and conditions of the compromise read:

iv) It has been mutually agreed between the parties that the second installment of Rs 50,000/- (Rupees Fifty Thousand) shall be paid by the first party to the second party-wife through demand draft when the FIR against all the accused will be quashed in this Hon'ble Court and shall remain available as and when required by the Court. The quashing petition shall be filed within two weeks of filing of petition under Section 13-B of HMA.

X X X X

viii) It has been further agreed that the first party has agreed to withdraw cases as mentioned in para 7 on the next date of hearing before the competent court.

ix) It has been further agreed that she will not file any other case/ complaint against the first party for alimony or maintenance.

X X X X

10. It has been further mutually agreed by both the parties that if any complaint/case is pending before any competent court of law/authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them."

In view of compromise arrived at between the parties and statements made by both the parties, this Court finds that the present

petition deserves to be allowed and accordingly allowed.

FIR No.59 dated 14.06.2022 registered at Police Station Smalsar, District Moga, under Sections 406,498-A of IPC and all other consequential proceedings arising therefrom are quashed qua the petitioner(s).

(JAGMOHAN BANSAL)
JUDGE

16.02.2023
anju

Whether speaking/reasoned	Yes/No
<i>Whether Reportable</i>	<i>Yes/No</i>