

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

CRM-M-12879 of 2022

Date of decision: 24th July, 2023

Akshay Tyagi and another

Petitioners

Versus

State of Punjab and another

Respondents

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Gurkirat, Advocate for the petitioners.
Ms. Navreet Kaur Barnala, AAG, Punjab.
Ms. Shrishti Sharma, Advocate for respondent No. 2.

AVNEESH JHINGAN, J (Oral):

1. This is a petition seeking quashing of FIR No. 39 dated 20.3.2020, under Sections 420, 419 and 120-B IPC and all subsequent proceedings arising therefrom on the basis of compromise.

2. As per the allegations in the FIR, the petitioners committed fraud with the complainant for making investment in insurance policies. The money was not returned.

3. On 28.3.2022, the parties were directed to appear before the Illaqa Magistrate/trial court for getting their statements recorded with regard to compromise.

4. The report dated 19.7.2022 is received stating that the compromise is genuine, voluntary, without any coercion or undue influence and that there are two accused (petitioners herein) and none of them has been declared as proclaimed offender.

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

“There is no statutory bar in Cr.P.C. which affects inherent power of this Court under Section 482. The power of quashing is not limited to matrimonial cases alone.”

6. The Supreme Court in *Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others v. State of Gujarat and another, 2017 AIR (SC) 4843* laid down the broad principles governing the exercise of powers for quashing of FIR. It was held that the power under Section 482 Cr.P.C. is to be exercised by the High Court to secure the ends of justice, to prevent abuse of any process of law and in cases where in view of the compromise the possibility of conviction is remote and continuation of proceeding will cause oppression and prejudice.
7. The dispute has a pre-dominant tone and tenor of commercial transaction. The grievance was that the money was not returned. They have settled the differences and decided not to litigate any further. No useful purpose would be served by continuing with the trial. To meet the ends of justice, the FIR mentioned above and all consequential proceedings arising therefrom are quashed.
9. The petition is allowed.

[AVNEESH JHINGAN]
JUDGE

24th July, 2023
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| 1. Whether speaking/ reasoned | : | Yes / No |
| 2. Whether reportable | : | Yes / No |