

**232 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****CRM-M-31806-2022 (O&M)
DATE OF DECISION: 07.07.2023****Narinder Singh and another****...Petitioners****Versus****State of Punjab and others****...Respondents****CORAM: HON'BLE MR. JUSTICE ARUN MONGA**Present : Mr. H. S. Dhindsa, Advocate,
For the petitioners.

Ms. Guramrit Kaur, DAG, Punjab.

Mr. R.S. Randhawa, Advocate.
For respondent No.4.**ARUN MONGA, J. (ORAL)**

Instant petition has been filed under Section 482 of Code of Criminal Procedure, 1973 (for short 'Cr. P.C.') seeking quashing of FIR No.179 dated 30.10.2020 (Annexure P-1), registered under Sections 120-B, 420, 406 of the Indian Penal Code, 1860 (for short 'IPC') and Section 13 of Punjab Travel Professionals (Regulation) Act, 2014 (for short "the Act"), at Police Station Khamano, District Fatehgarh Sahib on the basis of compromise which is reflected from order dated 04.02.2022 (Annexure P-2) passed by a co-ordinate Bench of this Court in CRM-M-7518-2021.

2. Since quashing was sought on the basis of compromise, this Court on 25.07.2022 had directed the parties to appear before learned trial Court/*Illaqua* Magistrate for recording their statements in support of the compromise. A veracity report was also called for.

3. Report dated 12.08.2023 of learned Sub Divisional Judicial Magistrate, Khamanon is on record. Same reveals that statements of complainant party i.e., respondents No.2 to 5 and petitioners herein, were recorded. Petitioner No.1 Narinder Singh was declared proclaimed offender in two cases; one is FIR No.227 of 2007, registered under Sections 420, 468, 471

IPC and Section 12 P.C. Act at Police Station, Airport, New Delhi; and second is FIR No.57 dated 28.06.2003, registered under Sections 420, 406 IPC and Section 24 of Emigration Act at Police Station, Sadar Kapurthala. Petitioner No.2 is also stated to be involved in another FIR bearing No.178 dated 29.10.2020, registered under Sections 341, 323 IPC at Police Station, Khamanon. Report further reveals that respondent No.4 herein/complainant Paramjit Kaur has never admitted or acknowledged any compromise with petitioners in this case. The report is accompanied by the statements of parties. It is apparent that complainant/respondent No.4 is resiling from compromise earlier effected with accused/petitioners.

4. Learned counsel for petitioners submits that petitioners have already paid total amount of Rs.11 Lakh to respondent No.4 as per the settlement arrived at between the parties, as reflected in orders dated 19.07.2022 and 24.08.2022 passed by this Court in CRM-M-7518-2021. However, now after receiving the whole amount, respondent No.4 has become greedy and backed out from the said compromise.

5. Per contra, learned counsel for complainant/respondent No.4 states that there is no compromise with petitioners for the purpose of quashing of the FIR. Complainants very much wishes to proceed with the case against accused/petitioners.

6. I have heard the rival contentions of learned counsels for the parties and have perused the case file.

7. In CRM-M-7518-2021 filed by petitioner No.1 for grant of anticipatory bail, a co-ordinate Bench presided over by Gurvinder Singh Gill, J., who then was seized of the matter then, passed the following order on 19.07.2022:

“ During the course of proceedings of this petition filed under Section 438 Cr.P.C seeking grant of anticipatory bail, the parties had been referred to Mediation and Conciliation Centre of this Court. Later the matter was resolved for an amount of Rs.11 lakhs out of which the petitioner paid an amount of Rs.5 lakhs in

the month of March, another amount of Rs.2 lakhs was paid in the month of June and yet another amount of Rs.2 lakhs is stated to have been paid today by way of demand draft.

The aforesaid position is not disputed by learned counsel for the complainant. As such, it is an amount of Rs.2 lakhs which remains to be paid by the petitioner to the complainant.

Learned counsel representing the petitioner has assured that he shall advise his client to pay the balance amount by 15.8.2022.

List on 24.8.2022.

Interim directions, if any, to continue.”

8. Order dated 24.08.2022 passed in CRM-M-7518-2021 reads thus:

“ Learned counsel for the petitioner has today handed over a draft No.504162 dated 16.08.2022, ICICI Bank, for an amount of Rs.2 lakhs favouring Paramjit Kaur/complainant to Sh.R.S.Randhawa, Advocate, representing the complainant. Since the complainant is also present in person, learned counsel for complainant has handed over the said draft to the complainant. A photocopy of said draft has been furnished and the same is taken on record.

List on 15.09.2022.

Meanwhile, in the event of arrest, the petitioner be released on interim bail subject to his furnishing personal bonds and surety bonds to the satisfaction of Arresting/Investigating Officer. However, the petitioner shall join the investigation as and when called upon to do so and cooperate with the Arresting/Investigating Officer and shall abide by the conditions as provided under Section 438 (2) Cr.P.C.”

9. Perusal of orders dated 19.07.2022 and 24.08.2023 *ibid* shows that an amount of Rs.11,00,000/- was indeed received by complainant pursuant to compromise. Despite having entered into a compromise, instant quashing petition is being opposed by respondent No.4/complainant on the ground that the amount of Rs.11 Lakh paid by petitioners to her was for the purpose of anticipatory bail alone and not for quashing of FIR.

10. Learned counsel for respondent No.4, on a Court query does not deny the compromise arrived between the parties by the process of mediation, but submits that the same was not for the getting the FIR quashed against petitioners but only for the limited purpose of allowing anticipatory bail to petitioner No.1. Once parties have compromised before the Court by giving an undertaking duly signed by them, that they have settled the entire dispute on full and final payment of Rs.11,00,000/-, I see no grounds as to how in volte-

face thereof having once received the compromised amount, at this stage, conduct of respondent No.4 by retracting from the compromise, can be countenanced. *Ex facie* the settlement between the parties appears to be genuine. If the contention of learned counsel for respondent No.4 herein is to be believed, she would not have accepted the sum of Rs.11 Lakh.

11. This Court in appropriate cases can exercise the power under Section 482 Cr.P.C. for quashing of criminal proceedings/FIR on the basis of retracted compromise. A reference in this regard may be made to a decision dated 07.01.2005 of the Supreme Court in case titled ***Md. Shamim &Ors. V. Smt. Nahid Begum and another¹***.

12. In view of aforesaid, I see no grounds as to why further criminal proceedings should continue as same would be an exercise in futility and wastage of precious time of the Court below.

13. In the totality of circumstances, FIR No.179 dated 30.10.2020 (Annexure P-1), registered under Sections 120-B, 420, 406 of IPC and Section 13 of the Act at Police Station Khamano, District Fatehgarh Sahib and subsequent proceedings *qua* petitioners are quashed, pendency of other FIRs against petitioners and declaration of petitioner No.1 as proclaimed offender in two FIRs, notwithstanding, wherein law will take its own course.

14. Petition is allowed accordingly.

15. Pending application(s), if any, shall also stand disposed of.

JULY 07, 2023
Shalini

(ARUN MONGA)
JUDGE

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