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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-46712-2021(O&M)

Date of Decision: 14.07.2023

Rohit Gupta

..... Petitioner

Versus

State of Punjab and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Navraj Singh Mahal, Advocate
for the petitioner.

Mr. Rajiv Verma, DAG, Punjab.

Mr. Arshdeep Singh Brar, Advocate for
Mr. Rituraj Singh, Advocate for respondent No.2.

JASGURPREET SINGH PURI, J. (ORAL)

1. The present petition has been filed under Section 482 of the Code of Criminal Procedure with a prayer for quashing of the FIR bearing No.0121, dated 26.09.2021, under Sections 406 & 420 of the IPC and Section 13 of the Punjab Travel Professional (Regulation) Act, 2014, registered at Police Station Navi Baradari, District Police Commissionerate Jalandhar, along with the consequent proceedings arising therefrom, on the basis of compromise (Annexure P-2) arrived at between the parties.

2. This Court vide order dated 08.11.2021 had issued notice of motion and thereafter on 14.03.2023 had directed the parties to appear before the learned Illaqa Magistrate/trial Court for getting their statements recorded with regard to the authenticity of the compromise.

3. Learned counsel for the petitioner has submitted that in pursuance

of the aforesaid order passed by this Court on 14.03.2023, the parties have already appeared before the learned Illaqa Magistrate/trial Court where the statements have been recorded with regard to the compromise (Annexure P-2). He further submitted that as per the allegations contained in the FIR, the complainant had alleged that the petitioner, who is running a company in the name of M/s Spectrum Overseas, had applied for student *visa* and admission in a college in Canada regarding which he had paid some money, but thereafter, the Canadian Embassy had refused the *visa* and thereafter, the money was not refunded to the petitioner and that was the reason as to why, the FIR was lodged. He further submitted that thereafter, the matter has since been resolved between the parties with the intervention of respectables vide Annexure P-2 and it was only a financial dispute between the parties of commercial nature and it does not fall in the category of any serious or heinous offence. During the course of arguments, the learned counsel for the petitioner has also submitted that the petitioner is the proprietor of M/s Spectrum Overseas which is duly licensed and regarding which he has also supplied a photocopy of one letter dated 12.11.2021 wherein the details with regard to license have been mentioned and request for change of address has been made. He submitted that on his oral request, the aforesaid letter may be taken on record. The photocopy of the aforesaid letter is, therefore, taken on record and marked as 'X'. The Registry is directed to tag the same at an appropriate place.

4. On the other hand, Mr. Rajiv Verma, learned Deputy Advocate General, Punjab has submitted that reply has been filed by the State and further submitted that the State was not aware of the compromise arrived between the parties and has referred Para No.6 of the affidavit in this regard.

5. Mr. Arshdeep Singh Brar, Advocate has caused appearance on behalf of Mr. Rituraj Singh, learned counsel for respondent No.2 has submitted that he has instructions to state that an amicable compromise has duly been effected between the parties and the statements of the parties have already been recorded and respondent No.2/complainant has no objection in case the aforesaid FIR with all the subsequent proceedings is quashed.

6. I have heard the learned counsels for the parties.

7. The present is a petition for seeking quashing of the FIR based upon compromise. The allegations appear to be that of financial dispute between the parties which has since been settled between them. In pursuance of the orders passed by this Court on 14.03.2023, the parties were directed to appear before the learned Illaqa Magistrate/trial Court and the parties have got their statements recorded and a report has been received from the learned Judicial Magistrate First Class, Jalandhar dated 10.04.2023, in which it has been stated that statement of both the petitioners and respondent No.2 have been recorded and it has also been stated that the learned JMFC is of the considered opinion that the compromise has been effected voluntary between the parties and the same is without any undue influence or coercion and the compromise between the parties appear to be genuine.

8. The law with regard to the quashing of the FIR on the basis of compromise, is well settled by the Hon'ble Supreme Court in "State of Madhya Pradesh Vs. Laxmi Narayan and others", 2019(2) SCC (CrL) 706 and also in "Gian Singh Vs. State of Punjab and another", 2013(1) SCC (CrL) 160 and Full Bench judgment of this Court in "Kulwinder Singh and others Vs. State of Punjab 2007 (3) R.C.R. (Criminal) 1052," that in case

when there is a financial dispute between the parties which is amicably settled then the powers under Section 482 of the Code of Criminal Procedure can be exercised for quashing of the FIR. However, such a power should not be exercised when the offences are very serious or heinous offence.

9. This Court is of the view that the dispute in the present case is a financial dispute between the parties, which has since been settled and with regard to the genuineness and voluntariness of the compromise, the statements of the parties have already been recorded before the learned Magistrate. Therefore, this Court is of the view that there is no bar in quashing of the FIR based upon compromise and in order to secure the ends of justice, the present FIR needs to be quashed based upon compromise.

10. Consequently, the present petition is allowed and the FIR bearing No.0121, dated 26.09.2021, under Sections 406 & 420 of the IPC and Section 13 of the Punjab Travel Professional (Regulation) Act, 2014, registered at Police Station Navi Baradari, District Police Commissionerate Jalandhar, with all consequential proceedings arising therefrom, are hereby quashed on the basis of compromise qua the present petitioner.

14.07.2023

Bhumika

(JASGURPREET SINGH PURI)

JUDGE

1. Whether speaking/reasoned:	Yes
2. Whether reportable:	Yes