

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

249-CRM-M-45912-2022 (O&M)

Date of Decision: 27.03.2023

NEERAJ SHARMA

... Petitioner

VS.

STATE OF HARYANA AND ANOTHER

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Arav Gupta, Advocate for the petitioner

Mr. Ashok Kumar Sehrawat, DAG Haryana

Mr. Varshit Garg, Advocate for

Mr. Aayush Gupta, Advocate for respondent No.2

Sandeep Moudgil, J. (Oral)

The petitioner seeks quashing of the impugned order dated 01.03.2018 (Annexure P6) passed by JMIC, Faridabad in NACT No.2169/2016 dated 16.05.2016 under Section 138 of Negotiable Instruments Act (Annexure P1) whereby the petitioner has been declared to be a proclaimed offender despite the fact that he was never served and is now ready and willing to pay the entire outstanding with the respondent-complainant.

Considering the aforesaid statement, this Court on 07.02.2023 referred the matter to the Mediation and Conciliation Centre of this Court where a settlement has been arrived at on 14.03.2023 as per the report of the Mediator attached with the settlement agreement duly signed by both the parties and the Mediator as well. A perusal of the same reveals that the parties have settled their issue on the following terms and conditions:-

- a) It has been agreed between the parties that the first party shall pay an amount of Rs.2,00,000/- in full and final against cheque of Rs.1,20,000/- in three instalments. The details of the instalments are as follows:-
- (i) It has been agreed between the parties that the first party will pay an amount of Rs.75,000/- in cash or demand draft to the second party on 27.03.2023 before the Hon'ble Court.
 - (ii) It has been agreed between the parties that the first party will pay an amount of Rs.50,000/- in cash or demand draft to the second party on or before 29.04.2023.
 - (iii) It has been agreed between the parties that the first party will pay an amount of Rs.75,000/- in cash or demand draft to the second party on or before 30.05.2023.
- b) That after receipt of the full and final payment of Rs.2,00,000/- from the first party, the second party shall withdraw complaint bearing No.NACT 2169/2016 dated 16.05.2016 under Section 138 of the Negotiable Instruments Act pending in the Court of Id. JMIC, Faridabad in view of the present settlement/compromise and second party will not object if impugned order dated 01.03.2018 be quashed.

Today in view of Clause (a)(i), reproduced above, the amount of Rs.75,000/- in cash, has been handed over to counsel for the respondent who is present along with the complainant and has received the said amount in cash.

Since the matter has now been amicably settled between the parties and part of it stands fulfilled today itself, both the parties are *ad idem* before this Court that the order 01.03.2018 (Annexure P6) be quashed.

Accordingly, the order dated 01.03.2018 (Annexure P6) vide which the petitioner was declared Proclaimed Person and proclamation was issued pasting the same on the given address of the accused, is set aside.

The parties are directed to appear before the JMIC, Faridabad for making statement with regard to settlement which has been arrived at in the Mediation and Conciliation Centre of this Court so that the complaint (Annexure P1) in question can be withdrawn by the complainant.

In case, after withdrawal of the complaint any of the parties resile from the settlement reached at before this Court, as has been stated by counsel present for their respective parties, the aggrieved party shall be at liberty to seek revival of this petition.

Since the complainant is to make a statement before the JMIC with regard to withdrawal of the complaint in view of the compromise dated 14.03.2023, the pendency of the FIR under Section 174-A IPC would also not serve any purpose as the dispute has already been settled and the parties are ready and willing to live peacefully with an intent to create harmony in the society.

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

“The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in noncompoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice. The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the

facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and everlasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery.”

The legal principles as laid down for quashing of the judgment were also approved by the Hon'ble Supreme Court in the matter of '**Gian Singh Versus State of Punjab and another, (2012) 10 SCC 303**'. Furthermore, the broad principles for exercising the powers under Section 482 were summarized by the Hon'ble Supreme Court in the matter of '**Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others versus State of Gujarat and another**' (2017) 9 SCC 641'.

It is evident that in view of the amicable resolution of the issues amongst the parties, no useful purpose would be served by continuation of the proceedings. The furtherance of the proceedings is likely to be wastage of judicial time as there appears to be no chances of conviction.

In view of above, prayer made in the present petition is allowed and the above mentioned FIR under Section 174-A IPC lodged against the petitioner with all subsequent proceedings arising therefrom are quashed *qua* the petitioner in view of the compromise.

Disposed off.

Needless to say that the parties shall remain bound by the terms of compromise/settlement and their statements made before the Court below.

27.03.2023

V.Vishal

- 1. *Whether speaking/reasoned?*
- 2. *Whether reportable?*

(Sandeep Moudgil)
Judge

Yes/No
es/No