

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Date of decision : November 14, 2023

1. CRM-M-46075-2023
Dhirendra Singh and anotherPetitioners
Versus
State of Haryana and othersRespondents
2. CRM-M-50500-2023
Ankit SharmaPetitioner
Versus
State of Haryana and anotherRespondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present : Mr. Chanchal K. Singla, Advocate for petitioners in
CRM-M-46075-2023

Mr. Alok Mittal, Advocate, for petitioner in
CRM-M-50500-2023

Mr. Chetan Sharma, DAG, Haryana

Mr. Neeraj Sansaniwal, Advocate for the complainant/
respondent No. 2

KULDEEP TIWARI, J. (ORAL)

1. The aforesaid petitions are arising out of one and the same FIR and therefore, the same are being disposed of together.
2. The petitioners have filed both the petitions under Section 482 of the Cr.P.C. for quashing of the FIR No.1198 dated 26.12.2022, under Sections 406, 420, 467, 468, 471 and 120-B of the IPC, registered at P.S.

HTM, Hisar, District Hisar, along with all the consequential proceedings arising therefrom, on the basis of a compromise (Annexure P-3), as entered into inter se the petitioner(s) and the respondent No.2/complainant.

3. Upon an affirmative response from the learned counsel for the respondent No.2/complainant qua the compromise (Annexure P-3), a Coordinate Bench of this Court had, through an order drawn on 14.9.2023, upon the instant petition, besides issuing notice, directed the parties to appear before the trial Court/Illaq Magistrate concerned, for getting their respective statements recorded qua authenticity of the compromise (Annexure P-3). Moreover, the trial Court/Illaq Magistrate concerned was also directed to send a report in the above regard.

4. Consequent to the making of the directions (supra), the parties appeared before the learned Judicial Magistrate Ist Class, Hisar and got their respective statements recorded, thereby authenticating the compromise (Annexure P-3). Accordingly, in compliance of the directions (supra) of this Court, a Report bearing No. 1494 dated 19.10.2023 has been received from the learned Judicial Magistrate Ist Class concerned, wherein, a satisfaction has been recorded by the court concerned qua the compromise (supra) being drawn in a genuine and voluntary manner, without any coercion or undue influence.

5. I have heard counsel for the parties and gone through the case file.

6. Learned counsel for the petitioners has submitted that a compromise was effected between the parties on 10.8.2023 and as per Clause 10 (b) of the compromise, the parties have mutually agreed that

CRM-M-46075-2023 & CRM-M-50500-2023

-3-

out of total amount of Rs 16,50,000/-, an amount of Rs 12,00,000/- shall be paid by the third party (Rajdarbar Buildcon Private Limited) to the second party (Suresh Kumar-complainant) by way of demand drafts and the balance amount of Rs 4,50,000/- shall be paid by the first party (Ankit Sharma-petitioner) to the second party (Suresh Kumar-complainant) by way of demand drafts. It has been further submitted that Rs 6,00,000/- was given to the complainant by Rajdarbar Buildcon Private Limited on 13.9.2023 before this Court in CRM-M-17366-2023. In the same manner, Ankit Sharma also handed over one draft of Rs 2,00,000/- on that date itself. Today, two drafts of Rs 3,00,000/- each (total Rs. 6,00,000/-) and one draft of Rs 2,50,000/- were given by Rajdarbar Buildcon Pvt. Ltd. and Ankit Sharma, respectively, to learned counsel for the complainant, who subsequently, handed over the same to the complainant, who is present in the Court and duly identified by his counsel. The complainant admitted that the entire amount of Rs 16,50,000/- has been paid to him, therefore, he has no objection, in case the instant FIR against the petitioners, is quashed.

7. A Co-ordinate Bench of this Court, in **CRM-M-25669-2020 O&M**), titled “**Abhishek Singh & others V/s State of Punjab & others**”, **Pronounced on: 07.04.2022**, while granting a similar relief, as craved in the instant petition, has observed as under:-

“9. The following aspects would be relevant to conclude this petition:-

a) The accused and the private respondents have amicably settled the matter between them in terms of the compromise deed and the statements recorded before the concerned Court;

b) A perusal of the documents reveal that the

settlement has not been secured through coercion, threats, social boycotts, bribes, or other dubious means;

c) The victim has willingly consented to the nullification of criminal proceedings;

d) There is no objection from the private respondents in case present FIR and consequent proceedings are quashed;

e) In the given facts, the occurrence does not affect public peace or tranquillity, moral turpitude or harm the social and moral fabric of

the society or involve matters concerning public policy;

f) The rejection of compromise may also lead to ill will.

The pendency of trial affects career and happiness;

g) There is nothing on the record to prima facie consider the accused as an unscrupulous, incorrigible, or professional offender;

h) The purpose of criminal jurisprudence is reformatory in nature and to work to bring peace to family, community, and society;

i) The exercise of the inherent power for quashing the conviction, sentence and all previous proceedings is justified to secure the ends of justice.”

8. In the light of the hereinabove recorded aspects and considering the fact that the offences, for which the petitioner/accused has been charged, are not of grave in nature, as also in view of the law laid down in ***Gian Singh Vs. State of Punjab and another, 2012 (4) RCR (Criminal) 543*** and ***Kulwinder Singh and others Vs. State of Punjab 2007(3) RCR (Criminal) 1052***, the present petition for quashing the FIR (supra) is hereby allowed.

9. Resultantly, FIR No.1198 dated 26.12.2022, under Sections 406,

CRM-M-46075-2023 & CRM-M-50500-2023 -5-

420, 467, 468, 471 and 120-B of the IPC, registered at P.S. HTM, Hisar, District Hisar, along with all the consequential proceedings arising therefrom, are hereby quashed, on the basis of the compromise (Annexure P-3).

November 14, 2023
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(KULDEEP TIWARI)
JUDGE

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