

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

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CRM-M-51910-2023

Date of decision: 12.10.2023

Prabhjit Singh @ Prabhjit Singh Bedi and another

..Petitioners

Versus

State of Punjab and another

..Respondents

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present: Mr.Vipan Kumar Sharma, Advocate for the petitioners.

AMAN CHAUDHARY, J

1. The present petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.119, dated 03.06.2023, registered under Sections 406, 420, 120-B IPC and Section 13 of Punjab Travel Professional (Regulation) Act, 2014, at Police Station Division No.8, District Police Commissionerate Jalandhar and all other consequential proceedings arising therefrom on the basis of the compromise dated 14.09.2023, Annexure P-2.

2. Learned counsel for the petitioners contends that the dispute has been settled between the parties before the Mediation and Conciliation Centre of this Court on 14.09.2023, Annexure P-2.

3. Notice of motion.

4. On the asking of the Court, Ms. Himani Arora, AAG, Punjab appears and accepts notice on behalf of the respondent - State and Mr. Sunil Kumar Rohilla, Advocate appears on behalf of respondent No.2 and admits that the compromise has been effected between the parties and has no objection for quashing of FIR.

5. Heard.

6. The relevant portion of the compromise/settlement dated 14.09.2023 reads thus:

“a) It is agreed/settled between the parties that a sum of Rs.72,250/- (Rupees Seventy Two Thousand Two Hundred Fifty only) shall be paid by the first party/petitioners to the second party/complainant as full and final settlement of the instant dispute i.e. FIR No. 0119 dated 03.06.2023, the dispute would be finally resolved between the parties for all times to come. Out of the total amount of Rs.72,250/- (Rupees Seventy Two Thousand Two Hundred Fifty only), a demand draft bearing No. 506893 dated 04.09.2023 drawn on ICICI Bank for an amount of Rs.62,250/- (Rupees Sixty Two Thousand Two Hundred Fifty only) and Rs.10,000/- (Rupees Ten Thousand only) in cash has been handed over/paid by the first party/petitioners to the complainant/second party today in the Mediation & Conciliation of this Hon'ble High Court. This amount has been duly received by the complainant/second party.

b) The first party/petitioners will file a petition for the quashing of the FIR No. 0119 dated 03.06.2023 under Section 406, 420, 120- B IPC and Section 13 of Punjab Travel Professional (Regulation) Act, 2014 at Police Station Division No.8, District Police Commissionerate, Jalandhar in this month of September, 2023. The second party/complainant undertakes to cooperate and to make the statement as required by law for quashing of the above said FIR and he will have no objection in the quashing of the FIR.

c) Both the parties further undertake that they will not file any Civil or Criminal litigation against each other in future with regard to the present dispute.

8. That this is the full and final settlement between the parties with regard to the present dispute as alleged in the FIR.

9. It has been further mutually agreed by both the parties that if any complaint/case is pending before any

competent court of law/authority, which is not in the knowledge of either of the parties or has escaped their attention shall also be withdrawn by them.”

7. The receipt of amount of Rs.62,250/- by way of demand draft and Rs.10,000/- in cash has also been incorporated therein, which reads thus:

“I Karamjeet Kaur Jheeta have received a demand draft bearing No.506893, dated 04.09.2023 drawn on ICICI Bank for an amount of Rs.62,250/- (Rupees Sixty Two Thousand Two Hundred Fifty only) and Rs.10,000/- (Rupees Ten Thousand only) in cash from the first party/petitioners today in the Mediation & Conciliation of this Hon’ble High Court.”

8. The Full Bench of this Court in **Kulwinder Singh and others vs. State of Punjab**, 2007 (3) RCR (Criminal) 1052, held that High Court has power under Section 482 Cr.P.C. to allow the compounding of non-compoundable offence and quash the prosecution where the High Court is of the view that the same was required to prevent the abuse of the process of law or otherwise to secure the ends of justice. This power of quashing is not confined to matrimonial disputes alone.

9. Hon'ble the Supreme Court in the case of **Gian Singh vs. State of Punjab and another**, 2012 (4) RCR (Criminal) 543, had observed that in order to secure the ends of justice or to prevent the abuse of process of Court, inherent power can be used by this Court to quash criminal proceedings in which a compromise has been effected. The relevant portion of para 57 of the said judgment reads thus:-

“57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power

given to a criminal court for compounding the offences under Section 320 of the Code.

Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. XXX---XXX”

10. In view of the afore-referred judgments, perusing the amicable settlement arrived at between the petitioners and the complainant before the Mediation and Conciliation Centre, this Court finds that quashing the FIR will accord a quietus to all disputes between the parties and it is in the interest of both sides to bury the hatchet and lead a peaceful life. Thus, no useful purpose would be served in continuing the proceedings and in order to secure the ends of justice, the criminal proceedings in the present case deserve to be quashed.

11. Resultantly, the present petition is allowed and FIR No.119, dated 03.06.2023, registered under Sections 406, 420, 120-B IPC and Section 13 of Punjab Travel Professional (Regulation) Act, 2014, at Police Station Division No.8, District Police Commissionerate Jalandhar and all other consequential proceedings arising therefrom are quashed qua the petitioners on the basis of the compromise dated 14.09.2023, Annexure P-2.

12.10.2023
Ankur

(AMAN CHAUDHARY)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No