

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

**CRM-M-47261-2019
Date of Decision: 02.05.2023**

Malkit Singh and another

..... Petitioners

Versus

State of Punjab and another

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Amit Jain, Advocate
for the petitioners.

Mr. Harjinder Singh Sidhu, AAG, Punjab
for respondent No.1/State.

Mr. J.S. Bhinder, Advocate for
Mr. Hemraj Bhardwaj, Advocate
for respondent No.2.

HARSH BUNGER J. (ORAL)

1. Petitioners have filed the present petition under Section 482 of the Code of Criminal Procedure seeking quashing of FIR No.169 dated 19.09.2019 (Annexure P-1), under Sections 323, 324 read with Section 34 of the Indian Penal Code, registered at Police Station Sadar Sangrur, District Sangrur and all the consequential proceedings arising therefrom, on the basis of compromise dated 11.10.2019 (Annexure P-2) arrived at between the parties.

2. Vide order dated 06.11.2019 passed by a co-ordinate Bench of this Court, the Illaqa Magistrate/trial Court was directed to record the statements of the parties with regard to the compromise.

3. In compliance thereof, the Judicial Magistrate Ist Class, Sangrur, submitted his report dated 13.01.2020, the relevant extract of which is reproduced as under:-

“ - x - x - x -

On the subject cited above, I have the honour to submit that as directed by Hon'ble Punjab & Haryana High Court vide order dated 06.11.2019, the statement of complainant Happy Singh and accused Malkiat Singh was recorded in my Court being Duty Magistrate on 29.11.2019. After going through the statement and after hearing both the parties, I am of the considered opinion that the compromise effected between the parties is genuine and valid. Accused in this case has not been declared Proclaimed Offender nor he is a previous convict.

- x - x - x -”

4. Thereafter, vide order dated 14.01.2020, a co-ordinate Bench of this Court observed as under:-

“Report of learned Judicial Magistrate 1st Class, Sangrur (D), has been received which is accompanied by statement of the parties. However, a perusal of the statement of complainant shows that although he has stated that he has compromised the matter with the accused as per compromise Mark A but it is nowhere stated that he has no objection for quashing of the FIR. Although, a copy of compromise has been annexed with the petition but even in the said compromise it is not categorically stated that it has been agreed amongst the parties that the FIR may be quashed.

In view of the aforestated position learned Judicial Magistrate 1st Class, Sangrur is directed to record statement of the parties afresh specifically to the effect that as to whether they have also agreed for getting the FIR quashed or not.

The parties are again directed to appear before the Illaqa Magistrate/trial Court on 18.2.2020 for getting their statements recorded qua the factum of compromise.

List on 24.3.2020.”

5. In compliance thereof, the Additional Chief Judicial Magistrate, Sangrur, has submitted report dated 28.02.2020. Relevant extract thereof is reproduced as under:-

“ - x - x - x -

The parties stated in unison that they had entered into a compromise without any extraneous influence, coercion and on their own volition. The complainant/respondent stated in specific terms that he had no objection if the quashing proceedings filed by the petitioner/accused are accepted. Both the parties were identified by their respective advocates.

Therefore, from the statements of the parties, it is concluded that the compromise so effected between the parties is genuine, voluntary and without any coercion or undue influence and that it has been also agreed between them to get the FIR quashed.

- x - x - x -”

6. A perusal of the aforesaid report dated 28.02.2020 would show that statements of all the concerned persons have been recorded in the present case, who have stated that the matter has been compromised and they have no objection in case FIR in question is quashed.

7. Learned State counsel does not raise any serious dispute regarding quashing of FIR in question.

8. Learned counsel for respondent No.2 has again reiterated that the matter has been settled and the said compromise is in the interest of all the persons and would help in bringing out peace and amity between the

parties.

9. I have heard learned counsel for the parties and perused the files.

10. In the light of judgments rendered by the Hon'ble Apex Court in the cases of "*Shakuntala Sawhney Vs. Kaushalya Sawhney*", 1979 (3) SCR 639 and "*Gian Singh Vs. State of Punjab and another*", 2012 (4) RCR (Criminal) 543, and also considering the entire facts, compromise arrived at between the parties, statements of the parties recorded before the Additional Chief Judicial Magistrate, Chandigarh, and also his report dated 28.02.2020, since the parties have arrived at a compromise by amicably settling their disputes and have decided to live in peace, no useful purpose will be served in allowing the criminal proceedings to continue.

11. Further, in the light of the abovementioned judicial precedents, when the parties have entered into a compromise then continuation of the proceedings would be mere an abuse of process of the Court.

12. In order to prevent unnecessary continuation of criminal proceedings on the ground that there are bleak chances of conviction in the case, I am of the considered view that it would be in fitness of things to quash the proceedings on the basis of compromise and by quashing the FIR while accepting the prayer of the petitioners, would be securing the ends of justice.

13. Accordingly, this petition is allowed. FIR No.169 dated 19.09.2019 (Annexure P-1), under Sections 323, 324 read with Section 34 of the Indian Penal Code, registered at Police Station Sadar Sangrur, District Sangrur and all the consequential proceedings arising therefrom are quashed qua the petitioners. However, the same would be subject to payment of costs of Rs.10,000/- to be deposited by the petitioners with the "**Poor Patients'**

Welfare Fund, PGIMER, Chandigarh” and the said amount would be spent for the treatment of poor patients within the knowledge of its Medical Superintendent.

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

15. All pending application(s), if any, shall stand disposed of.

02.05.2023

Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No

2. Whether reportable : Yes/No