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

CRM-M-56287-2022

Date of Decision: 23.02.2023

Dharminder Singh @ Sonu

....Petitioner

Versus

Union Territory and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Rahul Bhargava, Advocate
for the petitioner.

Mr. Akashdeep Singh, Addl., P.P., U.T., Chandigarh.

Mr. Tanveer Singh, Advocate for
Ms. Arti Kaur, Advocate
for respondents No.2 and 3.

HARSH BUNGER, J. (Oral)

This petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.253 dated 22.10.2009 (Annexure P-1), registered under Sections 407, 465, 467, 468, 471 and 473 of Indian Penal Code, 1860, registered at Police Station Sector-26, Chandigarh and all the consequential proceedings arising therefrom, including order dated 16.02.2011 (Annexure P-3), passed by the Additional Chief Judicial Magistrate, Chandigarh, on the basis of compromise-cum-settlement deed dated 25.11.2022 (Annexure P-2).

Vide order dated 09.12.2022 passed by this Court, the Illaqa Magistrate/trial Court was directed to record the statements of the parties with regard to the genuineness and validity of the compromise.

In compliance thereof, the Additional Chief Judicial Magistrate,

Chandigarh has submitted a consolidated report vide letter dated 06.01.2023 which indicates that the parties appeared before the Additional Chief Judicial Magistrate, Chandigarh and got recorded their respective statements with regard to the validity of the compromise. As per the report, the compromise arrived at between the parties is genuine and with free will and consent.

A perusal of the said report shows that statements of all the concerned persons have been recorded in the case, who have stated that the matter has been compromised and they have no objection in case the FIR in question is quashed. They have further stated that the said compromise was entered into voluntarily and without any pressure.

Learned counsel for respondents No.2 and 3 has again reiterated that the matter has been settled and the said compromise is in the interest of all the concerned persons and would help in bringing out peace and amity between the parties.

Learned counsel appearing for U.T. Chandigarh does not raise any serious dispute regarding quashing of aforesaid FIR.

I have heard the learned counsel for the parties and have perused the file.

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*, *Gian Singh Versus State of Punjab and another. 2012(4) RCR (Criminal) 543* and considering the entire facts, compromise, the statements of the parties recorded before the Additional Chief Judicial Magistrate, Chandigarh, and also the report dated 06.01.2023 submitted by Additional Chief Judicial Magistrate, Chandigarh 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.

Further, in the light of the above mentioned 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.

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 FIR on the basis of compromise and by quashing the FIR while accepting the prayer of the petitioner, would be securing the ends of justice.

Accordingly, this petition is allowed. FIR No.253 dated 22.10.2009 (Annexure P-1), under Sections 407, 465, 467, 468, 471 and 473 of Indian Penal Code, 1860, registered at Police Station Sector-26, Chandigarh and all the consequential proceedings arising therefrom, including order dated 16.02.2011 (Annexure P-3), passed by the Additional Chief Judicial Magistrate, Chandigarh are quashed qua the petitioner. However, the same would be subject to payment of costs of Rs.10,000/- to be deposited by the petitioner 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.

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

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

23.02.2023

Himani/Apurva

**(HARSH BUNGER)
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No