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

CRM-M-57608-2022

Date of Decision: 10.04.2023

Shammi Kumar and others

....Petitioners

Versus

U.T. Chandigarh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Arun Gupta, Advocate for
Mr. Pradeep Verma, Advocate
for the petitioners No.1 to 6.

Mr. Khushager Goyal, Advocate for
Mr. Y.S. Rathore, APP, U.T., Chandigarh.

Mr. R.S. Dadwal, Advocate
for respondents No.2 to 4.

HARSH BUNGER, J. (Oral)

This petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.169 dated 20.10.2019 (Annexure P-1), registered under Sections 147, 149, 323, 452 and 506 of the Indian Penal Code, 1860, registered at Police Station Maloya, Chandigarh and all the consequential proceedings arising therefrom on the basis of compromises dated 06.12.2021 and 17.02.2022 (Annexure P-2 and P-3, respectively) arrived at between the parties.

Mr. Arun Gupta, Advocate puts in appearance and files Power of Attorney of Mr. Pradeep Verma, on behalf of petitioners No.1 to 6 today in the Court. The same is taken on record, subject of all just exceptions.

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, however, the

parties could not appear and vide order dated 15.02.2023, the parties were again directed to get their statements recorded.

In compliance thereof, the Judicial Magistrate Ist Class, Chandigarh has submitted a consolidated report vide letter dated 20.03.2023 which indicates that the parties appeared before the Judicial Magistrate Ist Class, 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. Relevant extract of the said report is reproduced as under:-

“Complainants Ashok Kumar, Raj Kumar and Mano Devi appeared and got recorded their statement regarding compromise. They stated that matter has been settled between them and all the accused persons with their free consent.

Further the accused persons namely Shammi Kumar, Ricky, Vicky, Ram Kali, Meenu and Usha also suffered their statement that the matter has been settled between them and complainants with the intervention of family and friends. It was further stated that one of the accused Vijay has died and copy of his death certificate was placed on record. Statement of I.O. Inspector Premanand was also recorded who had stated that none of the accused has been declared proclaimed offender by any court.

It appears from the statement of complainant Ashok Kumar, Raj Kumar and Mano Devi that the compromise has been effected with their consent and without any pressure, threat or coercion. They have compromised the matter voluntarily and without any coercion or undue influence.”

A perusal of the said report shows that statements of the concerned persons have been recorded in the case, who have stated that the matter has been compromised and the complainant has further endorsed his no objection in case the FIR in question is quashed. They have further stated

that the compromise arrived at between them is genuine, voluntary and without any pressure.

Learned counsel for respondents No.2 to 4 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 State counsel does not raise any serious dispute regarding quashing of aforesaid FIR in question.

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 Judicial Magistrate Ist Class, Chandigarh, and also the report dated 20.03.2023 submitted by the Judicial Magistrate Ist Class, 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 petitioners, would be securing the ends of justice.

Accordingly, this petition is allowed. FIR No.169 dated 20.10.2019 (Annexure P-1), registered under Sections 147, 149, 323, 452 and 506 of the Indian Penal Code, 1860, registered at Police Station Maloya, Chandigarh 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.

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.

10.04.2023
Himani

(HARSH BUNGER)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No