

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

Case:- Bail App No. 175/2022
c/w
CRM(M) No. 393/2022

Mohd Junaid Iqbal & AnrAppellant/Petitioner(s)

Through: Mr. Abrar Ahmed Khan, Advocate

Vs

UT of J&K & Ors. Respondent(s)

Through: Ms. Monika Kohli, Sr. AAG for R-1&2
Mr. Raghav Gaind, Advocate for R-3

Coram: HON'BLE MS. JUSTICE MOKSHA KHAJURIA KAZMI, JUDGE

ORDER
(06.11.2024)

CRM(M) No. 393/2022

01. Through the medium of instant petition filed under Section 482 of the Criminal Procedure Code, the petitioners seek quashing of FIR No.09/2022 dated 11.01.2022, registered at Police Station, Crime Branch, Jammu for the commission of offences under Section 420 RPC against the petitioners and all subsequent proceedings arising out of the said FIR on account of outside Court settlement and compromise arrived at between the petitioners and respondent No.3.

FACTUAL MATRIX

02. It is stated that the petitioners are the directors of the firm M/s Shelter Care India Pvt. Ltd and the firm of the petitioners is the registered channel partner of M/s Supertech Township Project Ltd. The complainant i.e respondent No.3 had already book a property with aforesaid firm M/s

Supertech Township Project Ltd (builder) for which he had paid advance money to the builder in the year 2014. It is stated that respondent No.3 approached the firm of the petitioners in August, 2019 to show him some other property which was being constructed by M/s Supertech Township Project Ltd as he was not interested in the earlier property booked by him through M/s Investors Clinic Infra Tech Pvt Ltd. The petitioner firm showed him another alternate property/flat which was under construction.

03. It is further stated that after the acceptance of request from M/s Supertech Township Project Ltd for transfer of unit from Supertech Golf Country to Supernova-Nova West (Flat No. 707). The firm of the petitioners received Rs.19.00 lacs from the respondent No.3 but respondent No.3 refused to buy the new property on the ground that his family is no more interested to buy the said property, as such, asked petitioner No.1 to return money and also threatened him that if he fails to get the money back from the builder, he would involve him in various cases, criminal as well as civil litigation. It is further stated that the petitioners in order to protect their own reputation as well as of their firm, paid Rs.2.00 lacs to respondent No.3 from their own pocket with the promise that rest of the money would be returned to him once they receive money from the builder, but respondent No.2 under the pressure and influence of respondent No.3 lodged an impugned FIR against petitioner No.1 under Section 420 RPC.
04. During the pendency of the proceedings, the contesting parties have decided to settle the dispute amicably outside the Court. They have also entered into a compromise with each other and executed a Compromise Deed on 6th May, 2023 duly registered with the Notary Public on the same

day, which is placed on record and decided to resolve the disputes thereby putting an end to the litigation. In terms of the said compromise, it is stated that the parties have settled their disputes amicably and have clarified all mistakes and misunderstandings between them and as such, the petitioners seek indulgence of this Court for quashing of impugned FIR as well as all subsequent proceedings emanated therefrom.

05. In view of the compromise so arrived at between the parties, respondent No.3, in terms of order dated 23.10.2024 was directed to appear before the Registrar Judicial for recording his statements in support of the deed of compromise. The statement of respondent No.3 has been recorded on 05.11.2024 by the Registrar Judicial and same is placed on record of the file.
06. The question, which arises for consideration is whether the proceedings can be quashed on compromise between the parties, is no more *res integra*. The Hon'ble Apex Court in **Narinder Singh and others vs. State of Punjab and others, (2014) 6 SCC 466**, framed guidelines for accepting the settlement for quashing the proceedings or refusing to accept the settlement with direction to continue with criminal proceeding. Paragraph Nos. 29.3, 29.4 & 29.5 being relevant are reproduced below:-

"29.3 Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by Public Servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.4 On the other, those criminal cases having overwhelmingly and pre-dominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial

relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5 While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases."

07. In the present case also, the offence alleged against the respondents does not fall within the offence of heinous nature and keeping in view the nature of the allegations and also considering the fact that the parties have already settled the dispute and have agreed that respondent No.3 has no objection if the impugned FIR and all subsequent proceedings emanated therefrom are quashed.

08. In view of the compromise entered into between the parties, there are bleak chances of conviction and continuation of criminal proceedings will cause grave injustice to the parties and would amount to abuse of the process of Court, as the parties are no longer interested in pursuing the same.

09. Having regard to the aforesaid discussion as well as law laid down by the Hon'ble Apex Court to secure the ends of justice, this petition is allowed and FIR No.09/2022 dated 11.01.2022, registered at Police Station, Crime Branch, Jammu for the commission of offences under Section 420 RPC against the petitioners along with all subsequent proceedings arising out of the impugned FIR, are hereby quashed.

10. Disposed of accordingly.

Bail App No. 175/2022

11. In view of the disposal of the main petition as compromise, the instant

application has become infructuous and the same is, accordingly,
dismissed as having been rendered infructuous.

(MOKSHA KHAJURIA KAZMI)
JUDGE

JAMMU
06.11.2024
Vijay

Whether the order is speaking: Yes
Whether the order is reportable: No

