

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-32348-2018
DECIDED ON: 20.01.2024

RAVISH MANCHANDA

.....PETITIONER

VERSUS

STATE OF HARYANA AND ANOTHER

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Rajesh Gupta, Advocate and
Ms. Manjula Gupta, Advocate
for the petitioner.

Mr. Gurbir Singh Dhillon, AAG Haryana.

Mr. Rajniknat Upadhyay, Advocate for respondent No.2.

SANDEEP MOUDGIL, J (ORAL)

This is a petition under Section 482 Cr.P.C. for quashing of FIR No.384, dated 18.08.2017, under Section 420 of the Indian Penal Code, 1860 registered at Police Station Ambala City, District Ambala (Annexure P-1), with all the consequential proceedings arising therefrom.

Parties were directed to appear before the Mediation and Conciliation Center of this Court for amicable settlement. In the mediation proceedings conducted in Mediation case No.2274 of 2019, the matter was amicably resolved and settlement/agreement dated 20.12.2019 was recorded. The relevant terms & conditions of the aforesaid compromise/settlement recorded in para No.7 thereof reads as under:-

"a) It is agreed settled between the parties that a sum of Rs. 30,000 (Rupees Thirty Thousand only) shall be paid by the first

party/petitioner to the second party/complainant as full and final settlement of the instant dispute i.e. FIR No. 384 dated 18.08.2017, the dispute would be finally resolved between the parties for all times to come.

b) That both the parties have mutually agreed that out of total amount of Rs 30,000 (Rupees Thirty Thousand only), an amount of Rs 15,000/- (Rupees Fifteen Thousand only) shall be paid by the first party to the second party by way of demand draft/cash on 15.01.2020, the date already fixed before this Hon'ble High Court in the present case. It is further agreed by the parties that the first party shall pay the balance amount of Rs. 15,000/- (Rupees Fifteen Thousand only) by way of demand draft/cash to the second party on the next date fixed by the Hon'ble Bench.

c) It is mutually agreed that the first party/petitioner will obtain the NOC from Bank of India, Railway Road, Ambala City. District Ambala (Haryana) regarding clearance of the loan on House No.1333/10746 (Measuring 65 Sq. Yards of North Side) Block/Ward No.6, Old Post Office Road, Mohalla Kharasian, Ambala City, Ambala (Haryana) and will hand over to the second party/complainant on or before 15.01.2020, the date already fixed before the Hon'ble High Court.

d) The first party undertakes that there is no dispute pending regarding the above-said property as alleged in the FIR and if any dispute arises regarding to the above-said property in future then the first party undertakes to clear all the disputes with regard to the above-said property.

e) It has been mutually agreed between the parties that the second party namely Krishna Rani undertakes that she shall have no objection for the quashing of the said FIR against the first party/petitioner on the basis of this settlement/ agreement on receiving the entire amount as well as the NOC of the above-said property as settled above. The second party further undertakes that she will execute an affidavit and make the statement in the Hon'ble Court for quashing the above-mentioned FIR as and when directed by the Hon'ble Court.

f) Both the parties further undertakes that they will not file any Civil or Criminal litigation against each other in future with regard to the present dispute. All the disputes between the parties are settled if the

above mentioned payment as well as the NOC of the above-said property is made to the complainant as per schedule."

Full Bench of this Court in ***Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Criminal) 1052***, has held:-

"The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in noncompoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice.

The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined parameters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and ever- lasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery."

The legal principles as laid down for quashing of the judgment were also approved by the Hon'ble Supreme Court in the matter of '**Gian Singh Versus State of Punjab and another,(2012) 10 SCC 303**'. Furthermore, the broad

Hon'ble Supreme Court in the matter of 'Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others versus State of Gujarat and another' (2017) 9 SCC 641'.

It is evident that in view of the amicable resolution of the issues amongst the parties, no useful purpose would be served by continuation of the proceedings. The furtherance of the proceedings is likely to be a waste of judicial time and there appears to be no chances of conviction.

In view of above, FIR No.384, dated 18.08.2017, under Section 420 of the Indian Penal Code, 1860 registered at Police Station Ambala City, District Ambala (Annexure P-1), with all the consequential proceedings arising therefrom, is quashed qua the petitioner, on the basis of compromise/settlement dated 20.12.2019.

The present petition is hereby allowed.

(SANDEEP MOUDGIL)
JUDGE

20.01.2024

Sham

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