

2. With the intervention of respectables and elderly people of the society, the parties have arrived at a settlement vide compromise deed dated 04.03.2023 (Annexure P-2), which is duly signed by them. The matter was referred to the Court below for recording of statements of the parties and to report with respect to genuineness of the compromise arrived at between the parties.

3. Learned Judicial Magistrate Ist Class, Gurugram, vide report dated 19.02.2024 has apprised this Court that the compromise arrived at between the parties is genuine and without any pressure. It is also reported that in compliance to the order dated 16.11.2023, cost of Rs. 10,000/- has also been deposited with the Poor Patient Fund of PGIMER, Sector 12, Chandigarh, receipt dated 04.12.2023 is also enclosed.

4. Respondents Nos. 2 to 4 are represented by their counsel and do not oppose the compromise.

5. In view of the aforesaid report of learned Judicial Magistrate Ist Class, Gurugram, and in view of the decision of the Hon'ble Supreme Court in “Gian Singh Vs. State of Punjab and another”, 2012(4) RCR (Criminal) 543 and “Narinder Singh and Others Vs. State of Punjab and Another”, (2014) 6 SCC 466, this Court is of the opinion that no useful purpose can be served by keeping with the criminal proceedings pending, since the respondents have

themselves compromised the dispute with the petitioners/ accused persons.

6. In the circumstances, the present petition is allowed. FIR No. 461 dated 12.10.2015 under Sections 323, 452, 506 IPC and Sections 324, 427, 34 IPC added lateron, registered at Police Station Udyog Vihar, Gurugram, District Gurugram, (Annexure P-1) and all consequential proceedings arising therefrom, are hereby quashed on the basis of compromise qua the present petitioners.

20.03.2024
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(SANJIV BERRY)
JUDGE

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|-----|----------------------------|--------|
| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |