

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

CRM-M-57188 of 2022

DATE OF DECISION :- 13.02.2024

Ashwani Babbar

...Petitioner

Versus

Union Territory, Chandigarh and another

...Respondents

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present:- Mr. Saurabh, Advocate for the petitioner.

Mr. Viranjeet Singh Mahal, Addl. P.P. U.T., Chandigarh.

Mr. Rupender Singh Rana, Advocate for respondent No. 2.

SUMEET GOEL, J. (Oral)

1. By way of present petition, the petitioner is seeking quashing of FIR No. 141 dated 17.10.2019 under Sections 406, 498-A of IPC, registered at Police Station Women Police Station, Sector 17, Chandigarh and all consequential proceedings arising therefrom on the basis of compromise deed 28.10.2022 (Annexure P-2), which is stated to have been effected between the parties.

2 On 08.12.2022, the following order was passed:

“Notice of motion.

On the asking of the Court, Mr. Vivanjeet Mahal, Addl. P.P., accepts notice on behalf of the respondent-U.T. Chandigarh. Mr. Rupender Singh Rana, Advocate, has appeared and filed power of attorney on behalf of respondent No.2. Copies of the paper book along with documents have been supplied to the said counsel.

Learned counsel for the petitioner and respondent No.2 state that compromise has been effected between the parties.

List on 28.02.2023.

Meanwhile, the parties are directed to appear before the learned trial Court/Illaq Magistrate on 30.01.2023 or any other convenient date to the Court and to get their statements recorded regarding the compromise. The learned trial Court/Illaq Magistrate, is directed to furnish its report regarding the genuineness of compromise on or before the date fixed in the instant petition.”

3. Pursuant to the aforesaid order, report dated 24.02.2023 from Judicial Magistrate Ist Class, Chandigarh has been received, which is taken on record. As per the report, the Trial Court has recorded as follows:-

“Compromise between complainant namely Sidhi Verma @ Romi Verma and accused person namely Ashwani Babbar is valid and genuine and it is voluntarily effected between the said parties with their free consent and without any pressure, threat, coercion or undue influence from any quarter.”

4. Learned counsel for respondent No. 2 admits the fact of parties having compromised and states that he has no objection in case the FIR and all proceedings subsequent thereto against the petitioner is quashed.

5. Similarly, learned State counsel has stated no objection in case the FIR is quashed based upon the compromise (Annexure P-2).

6 I have heard learned Counsel for the parties and have carefully gone through the records of the case.

7. This Court and Apex Court has repeatedly dealt with the issue of exercise of jurisdiction under Section 482 of the Code to quash proceeding in non-compoundable offences in the cases of ***Gian Singh vs. State of Punjab and another, 2012(10) SCC 303, Kulwinder Singh & others vs. State of Punjab & another, 2007 (3) RCR (Criminal) 1052 and***

Ram Gopal and another vs. State of Madhya Pradesh, 2021(4) R.C.R. (Criminal) 322 (Criminal Appeal No.1489 of 2012 decided on 29th of September, 2021). The proposition of law that emerges from the aforesaid decisions rendered by Apex Court and this Court is :

- ((a) Power u/s 482 Cr.P.C. vested with this Court is much wider and is unaffected by Section 320 of the Code.*
- (b) However, wider the power greater the caution.*
- (c) The underlining principle while exercising such power is that it can be invoked to quash the proceedings recognizing compromise between the parties in the matters which are overwhelmingly and predominantly of civil character like commercial transactions or arising out of matrimonial relationship or family disputes.*
- (d) The said power is not to be exercised in the prosecutions involving heinous and serious offences of mental depravity or offences like murder, rape, dacoity etc. as such offences are not private in nature and have a serious impact on society.*
- (e) Section 482 Cr.P.C. casts duty upon the High Court to advance interest of justice as well. It is in recognition of this duty casted upon the High Court, that Apex Court held that the High Court would not refuse to quash FIR under Section 307 merely because FIR finds mention thereof. High Court can assess nature of injuries sustained, whether such injuries inflicted on vital/delicate parts of the body/nature of weapons used etc.*
- (f) Such exercise at the hands of High Court would be permissible only after the evidence is collected after investigation and chargesheet is filed/charges framed during the trial. Such exercise cannot be carried out while the matter is still under investigation.*

(g) *While quashing FIR in non-compoundable offences even which are of private in nature, High Court is required to consider antecedents of the accused, conduct of the accused and whether he was absconding or whether he has managed the complainant to enter into a compromise.*

8 Thus, keeping in view the aforesaid facts and circumstances, this Court is of the considered opinion that it is a fit case to exercise jurisdiction vested u/s 482 Cr.P.C. to quash the FIR as :-

- (i) *Putting a quietus to the proceedings will bring peace and tranquility amongst parties & will accordingly further the cause of substantial justice.*
- (ii) *The offences alleged are primarily of private nature.*
- (iii) *The parties have compromised.*
- (iv) *As per the report received the compromise is said to be voluntary in its nature.*
- (v) *Complainant/victim is reported to have entered into compromise on his own volition.*

9. Consequently, the petition is allowed. FIR No. 141 dated 17.10.2019 under Sections 406, 498-A of IPC, registered at Police Station Women Police Station, Sector 17, Chandigarh and all consequential proceedings arising therefrom on the basis of compromise deed 28.10.2022 (Annexure P-2), are, hereby, quashed qua the petitioner.

(SUMEET GOEL)
JUDGE

13.02.2024
P.Singh

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No