

2024:PHHC:123156



IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

Sr. No.119

CRM-M-65020-2023 (O&M)
Date of decision : 18.09.2024

M/s Parkwood Developers Private Limited and others Petitioners

VERSUS

State of Punjab and others Respondents

CORAM: HON’BLE MS. JUSTICE KIRTI SINGH

Present: Mr. I.P. Singh, Advocate, for the petitioners.

Mr. Vinay Kumar, DAG, Punjab.

Mr. J.S. Toor, Advocate and
Mr. S.S. Toor, for respondents No.2 & 3.

KIRTI SINGH, J. (Oral)

1. The present petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.0012 dated 15.04.2022, under Sections 406, 420 & 120-B IPC, registered at Police Station NRI, SAS Nagar, Mohali.

2. On the previous date of hearing i.e. 27.08.2024, the matter was referred to the Mediation & Conciliation Centre of this Court so that all disputes among them can be resolved peacefully by way of amicable settlement.

3. In pursuance the said order, a report dated 30.08.2024 has been received, as per which the parties have amicably settled their dispute by entering into a compromise in writing duly signed by the parties. By signing the compromise, the parties stated that they have no further claims or demands against each other with regard to the present dispute as alleged in the FIR and all the disputes and differences in this regard have been

amicably settled by them through the process of mediation and they shall not

2024:PHHC:123156

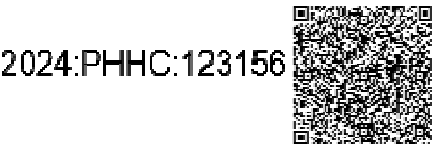


institute any other case against each other with reference to the present dispute as alleged in the FIR. Further, as per compromise between the parties, it is agreed that a sum of Rs.20,77,718/- (after deducting TDS of 20% on the interest amount) shall be paid by the petitioners (first party) to respondents No.2 & 3 (second party) as full and final settlement of the instant dispute i.e. present FIR and the original documents pertaining to the flat/unit in question have been handed over in original by the respondents No.2 & 3 (second party) to their counsel i.e. Mr. S.S. Toor, Advocate and he shall deliver the same to the counsel for the petitioners (first party) i.e. Mr. I.P. Singh, Advocate on confirmation of the receipt of full & final payment.

4. Learned counsel for the parties submit that the matter has been compromised between the parties and they have no objection in case, the present petition is converted into a petition for quashing of FIR.

5. Consequently, the present petition is converted into quashing of the present FIR on the basis of compromise.

6. Once, the compromise has been arrived at between the parties without any pressure and respondents No.2 and 3 having no objection as regards quashing of the FIR as well as all other subsequent proceedings arising out the same against the petitioners, there does not appear to be any impediment as regards quashing of the present FIR qua the petitioners. Even otherwise, in order to main peace and harmony between the parties, particularly under the present circumstances wherein the alleged offences have no societal interest involved, it would be appropriate to render



complete quietus to the aforementioned dispute by quashing the FIR on the basis of compromise entered into between the parties.

7. The parties having settled their dispute through mediation so as to live in peace in future, no useful purpose would be served by proceeding further with the criminal proceedings. In the light of above developments, no cause remains for the trial Court to invest further time and effort in adjudication this FIR. The compromise in question is even found to be fully in consonance with the direction issued by the Court in *Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Criminal) 1052 and Gian Singh Vs. State of Punjab and Anr. 2012(4) RCR (Crl.) 543.*

8. Thus, in view of the aforesaid fact, accompanied by the statements of both the parties as well as keeping in mind the law laid down in the aforementioned judgments, the present petition is allowed and FIR No.0012 dated 15.04.2022, under Sections 406, 420 & 120-B IPC, registered at Police Station NRI, SAS Nagar, Mohali and all other consequential proceedings are quashed qua the petitioners on the basis of the compromise (through mediation) dated 30.08.2024 (Annexure-A), **subject to payment of Rs.10,000/- to be deposited in the Poor Patient Welfare Fund, PGIMER, Chandigarh within a period of one month.**

9. Liberty is granted to the parties may again approach the Court if, anything survives in the matter.

10. Pending miscellaneous application(s), if any, also stands disposed of.

(KIRTI SINGH)
JUDGE

18.09.2024

Ramandeep Singh

Whether speaking / reasoned
Whether Reportable

Yes/No
Yes/No