

CRM-M-18345-2025
Date of decision: 16.05.2025

...PETITIONERS

...RESPONDENTS

“By way of present petition filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 petitioners seek quashing of FIR (Annexure P-1) and all consequential proceedings arising therefrom on the basis of compromise/settlement dated 11.12.2024 (Annexure P-5) executed between the parties. Details of the FIR are as follows:

<i>FIR No.</i>	<i>Dated</i>	<i>Sections</i>	<i>Police Station</i>
24	15.03.2024	307, 323, 148, 149, 506, 34	Ladhowal, District



		IPC; (324 IPC added later on)	Ludhiana
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2. It is, inter alia, contended by learned counsel for the petitioners that the instant FIR has been got registered at the instance of respondent No.2, wherein respondent Nos.3 to 5 are victims. He contends that the offence under Section 307 IPC is not made out as all the injuries alleged to have been caused are simple in nature and not on the vital part of the body. He contends that after the completion of investigation, challan has been presented against petitioner No.1 and in the meanwhile, with the intervention of respectables, compromise has been effected between the parties on 11.12.2024 copy of which is annexed as Annexure P-5, on the basis whereof quashing of FIR has been sought.

3. Notice of motion.

4. On the asking of the Court, Mr. Rajinder Singh Bhatta, DAG Punjab accepts notice on behalf of the State and on instructions from ASI Surender Singh, Investigating Officer of the case present in Court, intimates that all the injuries attributed in the case happen to be simple in nature and not on the vital part of the body. He has also not disputed that all the parties to the FIR have been impleaded in the petition and challan has been presented only qua petitioner No.1, which is pending for 27.07.2025 for consideration on charge.

5. Mr. Sachin Jain, Advocate has put in appearance on behalf of respondent Nos.2 to 5 and filed his power of attorney. He admits the factum of compromise effected between the parties voluntarily and without any pressure.

6. Accordingly, the private parties are directed to appear before the concerned trial Court/Illaqa Magistrate/Judge on duty on 29.04.2025 or any other date, convenient to the Court for recording their statements with regard to compromise/settlement, subject to cost of Rs.30,000/- to be deposited by the petitioners in the Society for the Care of the Blind (details of which is mentioned below), before the date of recording of their statements and



produce the receipt of the same to the trial Court/Illaq Magistrate: -

<i>Name of the Account Holder</i>	<i>Society for Care of Blind, Sector 26, Chandigarh.</i>
<i>Bank Account Number</i>	<i>10506615304</i>
<i>IFSC Code</i>	<i>SBIN0003246</i>
<i>MICR Code</i>	<i>160002014</i>
<i>Bank Name</i>	<i>State Bank of India, Sector 7, Chandigarh</i> <i>(blind_institute_chd@yahoo.com)</i>
<i>PAN Number</i>	<i>AABTS8917R</i>

7. Trial Court/Illaq Magistrate/ Judge on duty is directed to submit its report specifically para wise on or before the next date of hearing containing the following information:-

- 1. Number of persons arrayed as accused in FIR.*
- 2. Whether any accused is proclaimed offender.*
- 3. Whether the compromise is genuine, voluntary and without any coercion or undue influence.*
- 4. Whether the accused persons are involved in any other case or not.*
- 5. The trial Court is also directed to record the statement of the Investigation Officer as to how many victims/complainants are there in the FIR.*
- 6. The trial Court is also directed to report whether the cost, if any, so imposed by this Court has been deposited or not?*
- 8. To await report of the trial Court, adjourned to 09.05.2025*
- 9. The concerned learned Sessions Judge is directed to communicate the aforesaid report of the concerned trial Court to this Court through e-mail on or before the next date of hearing.”*

3. In compliance of the aforesaid order, a report has been received from the concerned jurisdictional Court that the compromise between the parties is genuine and arrived at without any pressure or coercion from anyone.

4. Learned counsel for the petitioner submits that prima facie, offence under Section 307 of IPC is not made out, as such, there is no



embargo in quashing of the FIR (*supra*) in terms of compromise in view of the judgment passed by the Hon’ble Supreme Court of India in case of ***The State of Madhya Pradesh vs. Laxmi Narayan and others, 2019 (5) SCC 688.***

5. In view of the compromise and the ratio of law laid down by the Hon’ble Supreme Court in ***Narinder Singh and others vs. State of Punjab and another, (2014) 6 SCC 46,*** and ***Shakuntala Sawhney (Mrs) Vs. Kaushalya (Mrs.) and others (1980) 1 SCC 63*** and Full Bench of this Court in ***Kulwinder Singh Vs. State of Punjab 2007 (3) RCR (Crl.) 1052,*** this petition is allowed and FIR No.24 dated 15.03.2024 under Sections 307/323/148/149/506/34 of IPC (Section 324 of IPC added later on) registered at Police Station Ladhawal, District Ludhiana (Annexure P-1) as well as final report under Section 173 Cr.P.C. presented qua petitioner No.1 (Annexure P-8) and all consequential proceedings arising out of the same are quashed, qua the petitioners.

May 16, 2025
manisha

(HARPREET SINGH BRAR)
JUDGE

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| (i) | Whether speaking/reasoned | Yes/No |
| (ii) | Whether reportable | Yes/No |