

(2012) 08 P&H CK 0233

High Court Of Punjab And Haryana At Chandigarh

Case No: Criminal Miscellaneous No. M-21493 of 2012 (O and M)

Nitin Phutela and Another

APPELLANT

Vs

State of U.T. Chandigarh and
Another

RESPONDENT

Date of Decision: Aug. 22, 2012

Acts Referred:

- Criminal Procedure Code, 1973 (CrPC) - Section 482
- Penal Code, 1860 (IPC) - Section 406, 498A

Hon'ble Judges: Sabina, J

Bench: Single Bench

Advocate: K.S. Sidhu, for the Appellant; S.S. Toor, Advocate for respondent No. 1 and Mr. Daman Dhir, Advocate Respondent No. 2, for the Respondent

Final Decision: Allowed

Judgement

Sabina, J.

The petitioners have preferred this petition u/s 482 of the Code of Criminal Procedure, 1973 seeking quashing of FIR No. 105 dated 03.05.2011 (Annexure P-1), under Sections 406/498-A of the Indian Penal Code ("IPC" in short), registered at Police Station Sector-19, Chandigarh and subsequent proceedings arising therefrom in view of the compromise (Annexure P-2) arrived at between the parties. Learned counsel for the petitioners has submitted that now with the intervention of respectables, the parties have arrived at a compromise.

2. Respondent No. 2 is present in person along with her counsel and has admitted the factum of compromise between the parties. She has tendered her affidavit in this regard. Respondent No. 2 has further submitted that she has no objection if the FIR in question is ordered to be quashed.

3. As per the Full Bench judgment of this Court in Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Cri) 1052, High Court has power u/s 482 Cr. P.C. to

allow the compounding of non-compoundable offence and quash the prosecution where the High Court felt that the same was required to prevent the abuse of the process of any Court or to otherwise secure the ends of justice. This power of quashing is not confined to matrimonial disputes alone.

4. Hon"ble the Apex Court in the case of Nikhil Merchant Vs. Central Bureau of Investigation and Another, has held as under:

23. In the instant case, the disputes between the Company and the Bank have been set at rest on the basis of the compromise arrived at by them whereunder the dues of the Bank have been cleared and the Bank does not appear to have any further claim against the Company. What, however, remains is the fact that certain documents were alleged to have been created by the appellant herein in order to avail of credit facilities beyond the limit to which the Company was entitled. The dispute involved herein has overtones of a civil dispute with certain criminal facets. The question which is required to be answered in this case is whether the power which independently lies with this court to quash the criminal proceedings pursuant to the compromise arrived at, should at all be exercised?

24. On an overall view of the facts as indicated hereinabove and keeping in mind the decision of this Court in B.S. Joshi" case (supra) and the compromise arrived at between the Company and the Bank as also clause 11 of the consent terms filed in the suit filled by the Bank, we are satisfied that this is a fit case where technicality should not be allowed to stand in the way in the quashing of the criminal proceedings, since, in our view, the continuance of the same after the compromise arrived at between the parties would be a futile exercise.

5. Since the parties have arrived at a compromise and have decided to live in peace, no useful purpose would be served in allowing these proceedings to continue. Accordingly, this petition is allowed. FIR No. 105 dated 03.05.2011 under Sections 406/498A of IPC, registered at Police Station Sector-19, Chandigarh, along with the consequential proceedings arising there from are quashed.