

(2009) 04 P&H CK 0357

High Court Of Punjab And Haryana At Chandigarh

Case No: None

Parminder Singh

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision: April 27, 2009

Acts Referred:

- Criminal Procedure Code, 1973 (CrPC) - Section 482
- Penal Code, 1860 (IPC) - Section 341, 354, 506, 509

Citation: (2009) 5 SLR 791

Hon'ble Judges: Sabina, J

Bench: Single Bench

Final Decision: Allowed

Judgement

Sabina, J.

Parminder Singh petitioner has filed this petition u/s 482 of the Code of Criminal Procedure (hereinafter referred to as "Cr.P.C.") for quashing of FIR No. 115 dated 24.3.2003 under Sections 341, 354, 506, 509 of the Indian Penal Code registered at Police Station, Kotwali Patiala on the basis of compromise.

2. Learned Counsel for the petitioner has submitted that now with the intervention of respectable parties have entered into a compromise dated 18.2.2009(Annexure P-3).

3. Respondent No. 3 is present in person along with counsel for respondents No. 2 and 3. Respondent No. 3 is father of respondent No. 2 and has admitted the contents of the compromise(Annexure P-3) and his affidavit Annexure P-4. As per the compromise annexure P-3, respondents No. 2 and 3 have no objection if the FIR in question is quashed.

4. As per the Full Bench judgment of this Court in Kulwinder Singh and Ors. v. State of Punjab 2007 (3) RCR (Criminal) 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.

5. 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.

6. Since the parties have arrived at a compromise, no useful purpose would be served by continuing the criminal proceedings, in question.

7. Accordingly this petition is allowed. FIR No. 115 dated 24.3.2003 under Sections 341, 354, 506, 509 of the Indian Penal Code registered at Police Station, Kotwali Patiala and all consequential proceeding arising therefrom are quashed.