
Bikramdeep Singh and others Vs State of Punjab and another

Criminal Miscellaneous No. M-21039 of 2012 (O and M)

Court: High Court Of Punjab And Haryana At Chandigarh

Date of Decision: Aug. 17, 2012

Acts Referred:

Criminal Procedure Code, 1973 (CrPC) & Section 482#Penal Code, 1860 (IPC) & Section 148, 149, 323, 427, 452

Hon'ble Judges: Sabina, J

Bench: Single Bench

Advocate: Pardeep Bajaj, for the Appellant; P.S. Paul, D.A.G., Punjab for the State and Respondent No. 2 in person alongwith Mr. Vivek Goyal, 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.36

dated 06.04.2011 (Annexure P-1), under Sections 452/ 323/ 427/ 506/ 148/ 149 of the Indian Penal Code ("IPC" for short), registered at Police

Station P.A.U., Ludhiana 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 his counsel and has admitted the factum of compromise between the parties. He has tendered

his affidavit in this regard. Respondent No.2 has further submitted that he 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's 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 filed 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.36 dated 06.04.2011 under Sections 452/ 323/ 427/ 506/ 148/ 149 of

IPC, registered at Police Station P.A.U., Ludhiana, along with the consequential proceedings arising therefrom are quashed.