

(2014) 05 P&H CK 0434

High Court Of Punjab And Haryana At Chandigarh

Case No: CRM M-8858 of 2014

Rajinder Singh and
Others

APPELLANT

Vs

State of Punjab and
Others

RESPONDENT

Date of Decision: May 27, 2014

Acts Referred:

- Criminal Procedure Code, 1973 (CrPC) - Section 482
- Penal Code, 1860 (IPC) - Section 120-B, 406, 420, 465, 467

Hon'ble Judges: T.P.S. Mann, J

Bench: Single Bench

Advocate: Vivek Goel, Advocate for the Appellant; Deipa Singh, Addl. A.G., Punjab for Respondent No. 1 and Mr. K.B.S. Mann, Advocate for Respondents Nos. 2 and 3, Advocate for the Respondent

Final Decision: Allowed

Judgement

T.P.S. Mann, J.

Prayer made in the petition is for quashing of FIR No. 151 dated 17.12.2010 under Sections 406/420/465/467/468/471/120-B IPC registered at Police Station Kotkapura Sadar, District Faridkot.

2. The aforementioned FIR was registered on the basis of an application submitted by respondent-Baldev Singh wherein he stated that the petitioners cheated him of an amount of Rs. 8,00,000/- on the pretext of sending his son Gursewak Singh abroad and also forged other documents. Neither his son was sent to a foreign country nor the money paid by him was returned to him.

3. The quashing of the FIR is sought on the basis of compromise. Accordingly, while issuing notice, a co-ordinate Bench of this Court vide order dated 12.3.2014 directed the parties to appear before the trial Court/Illaq Magistrate for getting their

statements recorded. Pursuant to the same, report has been received from Additional Chief Judicial Magistrate, Faridkot wherein it stands mentioned that the petitioners suffered their joint statements to the effect that they had effected a compromise with respondents-Baldev Singh and Gursewak Singh. The original of the compromise and the affidavits of respondents-Baldev Singh and Gursewak Singh stood appended with the present petition. The petitioners also stated that they alongwith respondents-Baldev Singh and Gursewak Singh had signed the compromise after admitting the same as correct. The compromise had taken place with their free will and consent and not the result of any pressure or undue influence. They wanted to live in peace and harmony with respondents-Baldev Singh and Gursewak Singh. Similarly, respondents-Baldev Singh and Gursewak Singh also made their joint statements to the effect that they had heard the statements of the petitioners, which were correct. They, further, stated that with the help of the Panchayat and the respectables, the compromise stood effected between the parties. They also stated that they had signed the compromise deed as well as sworn in their respective affidavits confirming the factum of compromise. In view of the compromise, they did not want to proceed any further against the petitioners and would have no objection if the FIR lodged at the instance of respondent-Baldev Singh was quashed and all the proceedings arising therefrom set-aside.

4. While submitting its report, Additional Chief Judicial Magistrate, Faridkot has expressed satisfaction that the compromise stood arrived at between the parties with their free will and consent. Written compromise was a genuinely executed document and there was no element of any threat, coercion or pressure of any kind. Alongwith the report, the Magistrate has appended the photocopies of the statements made by the petitioners as well as respondents No. 2 and 3.

5. Some of the offences alleged to have been committed by the petitioners are non-compoundable. However, when the parties have amicably settled their differences and entered into a compromise followed by the parties appearing before the Additional Chief Judicial Magistrate and getting their statements recorded confirming the aforementioned facts, this Court is of the considered view that inherent powers u/s 482 Cr.P.C. can be exercised so as to quash the FIR.

6. Resultantly, the petition is accepted, FIR No. 151 dated 17.12.2010 under Sections 406/420/465/467/468/471/120-B IPC registered at Police Station Kotkapura Sadar, District Faridkot is quashed and all the proceedings arising there from set-aside.