

(2010) 12 P&H CK 0601

In the Punjab And Haryana At Chandigarh

Case No : Criminal Miscellaneous No. M-32225 of 2010

Amarjit Kaujr and Another

APPELLANT

Vs

State of Punjab and Another

RESPONDENT

Date of Decision : 07-12-2010

Acts Referred:

Arms Act, 1959 — Section 25, 27
Criminal Procedure Code, 1973 (CrPC) — Section 482
Penal Code, 1860 (IPC) — Section 323, 452, 506

Citation : (2010) 12 P&H CK 0601

Hon'ble Judges : Sabina, J

Bench : Single Bench

Judgement

Sabina, J.—Petitioners have filed this petition u/s 482 of the Code of Criminal Procedure for quashing FIR No. 249 dated 12.10.2010 (Annexure P-1), under Sections 452, 323, 506 of the Indian Penal Code ("IPC" for short) and Sections 25/27 of the Arms Act, 1959 (for short the Act) registered at Police Station Nakodar District Jalandhar and subsequent proceedings arising there from in view of the compromise arrived at between the parties.

2. Learned Counsel for the Petitioners has submitted that the parties have arrived at a compromise with the intervention of the relatives and respectables of the area.

3. Respondent No. 2, who is present in person along with his counsel, has admitted the factum of compromise between the parties and has stated that he has no objection in case the FIR is ordered to be quashed. Reply by way of affidavit by Respondent No. 2 in this regard has been placed on record.

4. As per the Full Bench judgment of this Court in Kulwinder Singh and Ors. v. State of Punjab 2007 (3) RCR 1052, High Court has power u/s 482 Code of Criminal Procedure 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, in para Nos. 23 and 24 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 where under 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.

6. Since the parties have arrived at a compromise and have decided to live in peace, no useful purpose would be served in allowing the criminal proceedings to continue. Accordingly, the present petition is allowed. FIR No. 249 dated 12.10.2010 (Annexure P-1), under Sections 452, 323, 506 IPC and Sections 25/27 of the Act registered at Police Station Nakodar District Jalandhar and all the subsequent proceedings, arising therefrom, are quashed.