
(2010) 12 P&H CK 0226

In the Punjab And Haryana At Chandigarh

Case No : Criminal Miscellaneous No. M-15303 of 2009 (O and M)

Babrik and Satya Devi

APPELLANT

Vs

U.T. Chandigarh and Another

RESPONDENT

Date of Decision : 23-12-2010

Acts Referred:

Criminal Procedure Code, 1973 (CrPC) — Section 482
Penal Code, 1860 (IPC) — Section 120B, 420

Citation : (2010) 12 P&H CK 0226

Hon'ble Judges : Sabina, J

Bench : Single Bench

Final Decision : Allowed

Judgement

Sabina, J.—Petitioners have filed this petition u/s 482 of the Code of Criminal Procedure seeking quashing of FIR No. 235 dated 18.12.2007 under Sections 420, 120-B of the Indian Penal Code (`IPC" for short) registered at Police Station Industrial Area, Chandigarh(Annexure P2) and all consequential proceedings thereto on the basis of compromise dated 26.5.2009(Annexure P3).

2. Vide order dated 24.9.2010, the parties were directed to appear before the trial Court on 6.10.2010 and the trial Court was directed to record a finding whether any compromise has been voluntarily arrived at between the parties. A report from the trial Court has been received. The learned Chief Judicial Magistrate has submitted that the statements of the parties have been recorded and they have stated that they have no grudge against each other. Further a finding was recorded that the parties had voluntarily compromised the matter.

3. 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 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.

4. 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."

5. Since the parties have arrived at a compromise in order to live in peace, no useful purpose would be served by proceeding further with the criminal proceedings.

6. Accordingly, this petition is allowed. FIR No. 235 dated 18.12.2007 under Sections 420, 120-B IPC registered at Police Station Industrial Area, Chandigarh (Annexure P2) as well as the subsequent proceedings arising therefrom, are quashed.