
(2012) 01 P&H CK 0243
In the Punjab And Haryana At Chandigarh
Case No : CRM No. M 35580 of 2011

Nazat Singh and others

APPELLANT

Vs

State of Punjab and another

RESPONDENT

Date of Decision : 10-01-2012

Acts Referred:

Arms Act, 1959 — Section 25
Criminal Procedure Code, 1973 (CrPC) — Section 482
Penal Code, 1860 (IPC) — Section 323, 324, 34, 506

Citation : (2012) 01 P&H CK 0243

Hon'ble Judges : Nirmaljit Kaur, J

Bench : Single Bench

Judgement

Nirmaljit Kaur, J.—This is a petition u/s 482 Cr.P.C. for quashing of FIR No. 40 dated 30.03.2010 u/s 324, 323, 506, 34 IPC and Section 25/25/54 of Arms Act, PS Muktsar Sadar, District Muktsar (Annexure P-1) which was got registered by respondent No. 2 - complainant against the present petitioners on the basis of the compromise dated arrived at between the parties. Copy of the same has been placed on record as Annexure P-2.

2. Vide order dated 25.11.2011, the parties were directed to appear before the trial Court on 05.12.2011 and simultaneously, the trial Court was directed to record the statement of all the effected parties and shall record a finding whether any volunteer compromise has been arrived at between the parties or not.

3. Pursuant thereto, the trial Court vide its report dated 06.12.2011 has reported that the parties have voluntarily entered into compromise.

4. The Full Bench of this Court in the case of Kulwinder Singh and others v. State of Punjab and another- 2007 (3) RCR (Criminal) 1052 has observed as under:-

The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power u/s 482 of the Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity

and reduced friction, then it truly is finest hour of justice. Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the court exercising its power u/s 482 of the Cr.P.C in the event of a compromise, but this is not to say power is limited to such cases. There can never be any such rigid rules to prescribe the exercise of such power.

5. The Apex Court in the case of Madan Mohan Abbot Vs. State of Punjab, emphasised in para No. 6 as follows:-

6. We need to emphasize that it is perhaps advisable that in disputes where the question involved is of a purely personal nature, the Court should ordinarily accept the terms of the compromise even in criminal proceedings as keeping the matter alive with no possibility of a result in favour of the prosecution is a luxury which the Courts, grossly overburdened as they are, cannot afford and that the time so saved can be utilised in deciding more effective and meaningful litigation. This is a common sense approach to the matter based on ground of realities and bereft of the technicalities of the law.

6. Taking into account the allegations, compromise as well as report of the trial Court, admitting the factum of compromise between the parties, there is no impediment in the way of this Court to quash the present FIR and subsequent proceedings arising out of the same in view of the above said settled proposition of law.

7. Accordingly, the present petition is allowed and FIR No. 40 dated 30.03.2010 u/s 324, 323, 506, 34 IPC and Section 25/25/54 of Arms Act, PS Muktsar Sadar, District Muktsar (Annexure P-1) and subsequent proceedings arising out of the same are hereby quashed.

8. Allowed in the aforesaid terms.