

**In the High Court of Punjab and Haryana at Chandigarh**

**Crl. Misc. No. M- 6345 of 2009**

**Date of Decision: March 31, 2009**

**Joginder Singh @ Lakhwinder Singh**

**---Petitioner**

**versus**

**State of Punjab and another**

**---Respondents**

**Coram: HON'BLE MRS. JUSTICE SABINA**

**\*\*\***

**Present: Mr. B.S.Bhalla, Advocate,  
for the petitioner**

**Mr. Aman Deep Singh Rai, AAG, Punjab**

**Mr. Narinder Kumar, Advocate,  
for respondent No. 2**

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**SABINA, J.**

Joginder Singh @ Lakhwinder Singh -petitioner has filed this petition under Section 482 of the Code of Criminal Procedure (hereinafter referred to as 'Cr.P.C.') for quashing of FIR No. 139 dated 21.9.1997 under Sections 323, 324, 148, 149 of the Indian Penal Code registered at Police Station, Baghapurana, District Moga on the basis of compromise.

Learned counsel for the petitioner has submitted that other co-accused of the petitioner who had faced trial have been acquitted vide judgment dated 13.12.2000 (Annexure P-1). Now with the intervention of

respectables and friends, respondent No. 2 has entered into a compromise with the petitioner and has no objection if the FIR in question is quashed.

Respondent No. 2 is present in person along with his counsel and has admitted the contents of the compromise(Annexure P-2).

As per the Full Bench judgment of this Court in Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Criminal) 1052, High Court has power under Section 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.

Hon'ble the Apex Court in the case of Nikhil Merchant vs. Central bureau of Investigation and another JT 2008 (9) SC 192 in paras 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 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.”

Since the parties have arrived at a compromise, no useful purpose would be served by continuing the criminal proceedings, in question.

Accordingly this petition is allowed. FIR No. 139 dated 21.9.1997 under Sections 323, 324, 148, 149 of the Indian Penal Code registered at Police Station, Baghapurana, District Moga and all consequential proceeding arising therefrom are quashed.

**(SABINA)  
JUDGE**

**March 31, 2009**  
PARAMJIT