IN THE HIGH COURT OF SINDH, BENCH AT SUKKUR

Crl. Appeal No.S- **07** of 2021
(***Gul Muhammad & 02 others v. Muhammad Parial & another***)

Hearing of Case
1.For orders on MA 6529/2023
2.For orders on MA 6530/2023
3.For hearing of main case.

Mr. A.R Faruq Pirzada, Advocate along with appellants.
Mr. Gulshan Ahmed Shujra, Associate of Mr. Nisar Ahmed Bhanbhro, Advocate for respondent No.1.
Mr. Aftab Ahmed Shar, Additional P.G for the State.

Date of Hearing & Order: **30-10-2023**

O R D E R

MUHAMMAD IQBAL KALHORO, J.: Appellants were tried by learned Additional Sessions Judge-V, Sukkur in Sessions Case No.616 of 2017 (re: *Muhammad Pariyal v. Gul Muhammad & others*) and were convicted vide impugned judgment dated 28.01.2021 for offence u/s 3 of the Illegal Dispossession Act, 2005 and sentenced to suffer R.I for five years with fine of Rs. 50,000/-each and in case of default, to suffer S.I for three months more. They were also directed to pay compensation of Rs. 100,000/- each to the complainant in terms of Section 544-A CrPC. They have challenged their conviction and sentence in this appeal.

2. During pendency of this appeal, listed applications in terms of Section 345 (2) & (6) CrPC for compromise between appellants and respondent No.1/complainant, duly supported with their affidavits, have been filed. Learned counsel for respondent No.1, who is eyewitness and complainant himself is present, has no objection for

acquittal of the appellants of all the charges including the term of sentence in default of payment of fine.

3. As to the maintainability of compromise applications, learned for the appellants submits that though the specific provision for compounding offence is not embodied under the Illegal Dispossession Act, 2005; however, this being Criminal Complaint is governed by the Scheme of Criminal Procedure Code of 1898. Therefore, Section 345 CrPC is applicable and presumption would be that the offence related to the property, being of civil nature, is compoundable. In support of his contentions, learned counsel for the appellants has relied upon case of *Malik Muhammad Ejaz Channar v. The State etc* (**PLJ 2022 Cr.C. 765**) and unreported order dated 12.07.2018, passed by this Court in Crl. Appeal No.S-214 of 2017.

4. His arguments have not been opposed by learned counsel appearing on behalf of respondent No.1 as well as learned Additional P.G. The latter has further added that the offence under Section 3 of the Illegal Dispossession Act, 2005 is considered compoundable in the light of judgment reported as *Akhter Hussain v. SHO Sachal Karachi & 2 others* (**2020 PCrLJ Note 20-Sindh**), therefore, he has no objection if the appellants are acquitted on the basis of compromise between the parties.

5. I have considered submissions of parties, perused the record and taken guidance from the case laws cited at bar. In the case of *Akhter Hussain* (supra), learned Single Bench of this Court has considered the offence under Illegal Dispossession Act as compoundable and has acquitted the accused on the basis of compromise.

6. In view thereof, compromise effected between the parties with their consent, so also the case-laws cited at bar, is accepted as the compromise arrived at between the parties under the Act could be

treated as the compromise within meaning of Section 345 CrPC. It is an admitted position that both the parties have amicably settled their differences outside the Court and have resolved the differences to lead rest of their lives in peace and tranquility. It is settled that non-compoundability of a particular section of the law should not be read in isolation, but in the background of each criminal case and beneficial interpretation should be given to it. When the parties have earnestly decided to live in peace and tranquility by forgetting and giving up all their past transactions, this Court cannot have any objection disapproving the same.

7. Accordingly, the applications are **allowed** in the circumstances. As a result, this Crl. Appeal is **disposed of** accordingly and the appellants are acquitted of the charge under section 3 of the Illegal Dispossession Act, 2005 on the basis of compromise. Their bail bonds are cancelled and sureties furnished by them are also hereby discharged. Office to return the same to the sureties after proper verification, identification and as per rules.

JUDGE

Ahmad