

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

**Crl. Misc. No. M-18691 of 2013(O&M)
Date of decision : 15.09.2015**

Harpal Singh & Anr.

..... Petitioners

versus

State of Punjab & Anr.

... Respondents

1. Whether Reporters of local papers may be allowed to see the judgment? Yes/No
2. To be referred to the Reporters or not? Yes/No
3. Whether the judgment should be reported in the digest? Yes/No

CORAM:- HON'BLE MRS. JUSTICE ANITA CHAUDHRY

**Argued by: Mr. Mayank Mathur, Advocate
for petitioners.**

Mr. Deep Singh, AAG Punjab.

**Mr. Anil Kumar, Garg, Advocate
for respondent No.2.**

ANITA CHAUDHRY, J.

This is a petition for quashing of FIR No. 68 dated 18.07.2012, registered under Section 420 IPC at Police Station City Malerkotla.

The quashing was sought by the petitioners by relying upon compromise deed dated 12.01.2013, Annexure P-2 stated to have been entered between them and the complainant-respondent No.2 Gafoor Khan.

Before proceeding further, it is desirable to notice the facts first.

Respondent No.2 gave a complaint to the police

mentioning therein that on 08.12.2012 Harpal Singh and his son Gurpreet Singh entered into a compromise with him to sell their land and received earnest money of Rs.23 lacs. According to the complainant, Rs. 20 lacs were paid to accused Harpal Singh and Rs.3 lacs were given to Gurpreet Singh. The accused assured that they had not entered into any other agreement with anybody else. It is further the case of the complainant that both the accused failed to get the sale-deed registered in his favour and he had to file a civil suit against them. The complainant further came to know that to frustrate the rights accrued in his favour by virtue of agreement to sell dated 08.12.2011 the accused in connivance with his relatives, forged another agreement purported to have been executed on 08.11.2011 in favour of Karam Singh, maternal uncle of Hardip Singh. Karam Singh had also filed a civil suit on the basis of agreement to sell dated 08.11.2011. The accused hatched a criminal conspiracy in connivance with each other and cheated him.

The case was registered and investigated. Involvement of both the petitioners was found and final report against them was filed in the Court.

This Court vide order dated 30.05.2013 had directed the parties to appear before the trial Court for making their statements in support of the compromise pleaded and the report of the trial Court was called.

Initially, it was reported that the complainant had not appeared before the trial Court for making the statement. The

parties were again directed from time to time to appear before the Court for making the statements. On 11.11.2013 report was received intimating that the complainant had again failed to appear before the Court for making the statement. However, learned counsel for the complainant-respondent No.2 had stated before this Court that the earnest money of Rs.23 lacs was returned by the petitioners, but some more amount was to be paid to the complainant. The parties were again directed to appear before the trial Court, but it was reported that the total amount had not been paid as per compromise. This time the complainant stated that the compromise was under pressure. The complainant was called and he had appeared before this Court and had stated that he did not want to return the amount of Rs.23 lacs received from the petitioners, as is evident from perusal of order dated 30.07.2015.

In the reply filed on behalf of the State, it has been averred that since the complainant has denied the compromise, the petition had been rendered infructuous.

I have heard learned counsel for the parties and have gone through the paper-book carefully.

Learned counsel for the petitioners had urged that the complainant had voluntarily entered into compromise with the petitioners and acting thereupon, the petitioners had paid the amount of Rs.23 lacs to the complainant, which they had received from the complainant as earnest money and nothing is due towards the petitioners. According to learned counsel, out of

greed the complainant now wants to back out from the compromise and is alleging that some more amount is due to be paid, whereas nothing is due towards the petitioners and has referred to contents of agreement, Annexure P-2. He had further urged that consequent to the compromise, the complainant had also returned the original agreement to sell and this fact speaks about the validity of the compromise. He further argued that the complainant is taking different stand at different point of time just to wriggle out of the compromise.

The complainant has admitted the factum of having received Rs.23 lacs from the petitioners. Adverting to the contents of compromise, Annexure P-2, the recitals thereof depict that there is reference to civil and criminal litigation between the parties and about of deposit of Rs.14 lacs by the petitioners before the Court below, which they were directed to deposit in fixed deposit by virtue of order passed by this Court in a petition for anticipatory bail filed by the petitioners. The compromise deed only refers to payment of Rs.23 lacs. It was further mentioned in the compromise that the complainant had received Rs.23 lacs from the petitioners and agreements to sell stood cancelled and he was left with no right, title or interest in the land mentioned in the agreements. The complainant was to make statement in Court regarding quashing of the FIR and had no right in the amount deposited by the petitioner before the Court in the FDR. According to the complainant, later the complainant's stand is that compromise dated 12.01.2013 was outcome of

pressure and his thumb impression were obtained through coercive method.

Strangely, he has come up with this plea after a lapse of year from the date of compromise. Initially, he did stay away from the proceedings of Court and did not get his statement recorded. But when he appeared, he came up with the stand that the compromise was result of pressure whereas during the period interregnum he kept quiet and made no complaint about any coercive method adopted by the petitioners. The conduct of the complainant is apparent from the fact that he admittedly received the amount of Rs.23 lacs from the petitioners, but refused to return the amount to the petitioners. The complainant wants to back out from the compromise on the ground that some more amount is left to be paid. The compromise does not refer to any other amount. It appears that pursuant to the compromise and after the complainant had received the amount now he has backed out and even wants to keep the amount. The original agreement to sell was also returned to the petitioners. In this view of the matter, the Court is of the considered opinion that continuance of prosecution against the petitioners would be an abuse of process of law. Reliance can be placed on **Ruchi Agarwal Vs. Amit Agrawal, 2004(4) RCR(CrI.) 949, Mohd. Shamim Vs. Smt. Nahid Begum, 2005(1) RCR(CrI.) 697** and **Rajesh & Ors. Vs. State of Haryana & Ors. 2013(1) Law Herald (P&H) 909.**

Furthermore, in the case of **State of Haryana & Ors.**

Vs. Ch. Bhajan Lal & Ors. 1991(1) RCR (Crl.) 383 (SC), the Hon'ble Supreme Court had observed that where continuance of prosecution is abuse of process of law, the Court would be within its power to quash the complaint/ FIR.

Thus, there is no legal impediment in exercising the powers under Section 482 Cr.P.C. considering the facts of the case.

Therefore, in view of the discussion made above, the instant petition is allowed and the impugned FIR and consequent proceedings thereto, qua petitioners are quashed. However, the complainant would be at liberty to resort to civil remedy for redressal of any grievance and decision thereupon would be taken independently on the basis of material and evidence produced in that case, without being influenced by any observations made in this order.

September 15, 2015
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(ANITA CHAUDHRY)
JUDGE