

CRM-M-21141-2012

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

CRM-M-21141-2012

Date of Decision: 31.07.2015

Harbans Kaur

... Petitioner(s)

Versus

State of Punjab and another

... Respondent(s)

CORAM: HON'BLE MR. JUSTICE PARAMJEET SINGH

- 1) Whether Reporters of the local papers may be allowed to see the judgment ?.
- 2) To be referred to the Reporters or not ?.
- 3) Whether the judgment should be reported in the Digest ?

Present: Mr. M.K.Garg, Advocate for
the petitioner.

Mr. K.S.Sidhu, DAG, Punjab.

Mr. P.S.Brar, Advocate,
for respondent No.2.

Paramjeet Singh, J.

Instant petition has been filed under Section 482 of the Code of Criminal Procedure seeking quashing of FIR in case FIR No.05 dated 06.01.2012, registered at Police Station Sadar Jagraon, District Ludhiana, under Sections 406 and 420 of the Indian Penal Code.

Brief facts of the case are to the effect that complainant-respondent No.2 got registered the aforesaid FIR with the averments that the petitioner was on visiting terms with respondent No.2. The petitioner disclosed to respondent No.2 that her niece was going to Canada and she would marry her niece with Gurdeep Singh, son of

CRM-M-21141-2012

respondent No.2. For the said purpose, respondent No.2 was asked to give Rs.10 lacs in order to help the niece of the petitioner. On the assurance given by the petitioner, respondent No.2 gave ₹10 lacs to her, but she married her niece with another person. On the objection being raised by respondent No.2, the matter was settled between the petitioner and respondent No.2 for a sum of ₹20 lacs and the petitioner assured that she will make the aforesaid payment. A CD of the settlement was also prepared. The petitioner has allegedly paid ₹7,90,000/- out of ₹20 lacs and remaining amount is due towards the petitioner. On the basis of statement of respondent No.2, the aforesaid FIR was registered.

In pursuance of notice of motion, respondent No.1-State of Punjab filed reply with the averments that the petitioner has committed fraud upon respondent No.2.

Respondent No.2 also filed separate reply with the averments that the petitioner has made the payment of ₹10 lacs but an amount of Rs.10 lacs is due against the petitioner as settled by her. The matter was compromised for ₹20 lacs but full and final payment has not been made to respondent No.2. The demand draft has been received by respondent No.2, but it was not a full and final payment.

I have heard learned counsel for the parties and perused the record.

Learned counsel for the petitioner contended that entire amount has been paid to respondent No.2, however, he could show that a total amount of ₹10 lacs has been paid. Learned counsel has relied

CRM-M-21141-2012

upon the statement of learned counsel for respondent No.2 recorded before the Additional Sessions Judge, Ludhiana wherein he got recorded that he has received the entire amount. Learned counsel contended that once settlement was arrived at, then respondent No.2 could not resile from the same and the matter should be treated as compromise. In support of his contentions, learned counsel relied upon ***Ruchi Agarwal vs. Amit Kumar Agarwal*** 2004(4) R.C.R.(Criminal) 949, ***Ram Lal and Ors. vs. State of Haryana and Anr.*** 2008(2) R.C.R.(Criminal) 823 and ***Madan Lal and another vs. State of Haryana and another*** 2012 (3) R.C.R.(Criminal) 643.

Per contra, learned State counsel and learned counsel for respondent No.2 contended that the petitioner has not complied with the terms of settlement, only part payment has been made and an amount of ₹10 lacs is still to be paid. The petitioner was required to comply with the terms of compromise. Since there is non-payment of entire amount as per the settlement, respondent No.2 is not agreeing to the quashing of FIR. The petitioner has misled the Court and has not come to the Court with clean hands.

I have considered the rival contentions of learned counsel for the parties.

Admittedly, the amount of Rs.10 lacs was given to the petitioner by respondent No.2. As per respondent No.2, the matter was allegedly settled for a sum of ₹20 lacs and a CD of conversation of settlement was also prepared, but only part payment has been made. The

CRM-M-21141-2012

statement of learned counsel recorded before learned Additional Sessions Judge, Ludhiana to the effect that he has received the entire amount, cannot be accepted on the face of it. The aforesaid statement was only made at the time of application for anticipatory bail filed by the petitioner. Otherwise also, statement of respondent No.2 was necessary to the effect that he has received the entire amount and no amount remains due towards the petitioner. Keeping in view the fact that only part payment has been made to respondent No.2 and respondent No.2 is not agreeing for the quashing of FIR, this Court cannot quash the FIR on the basis of compromise. The case law cited by learned counsel for the petitioner is distinguishable on the facts and circumstances of the present case. In ***Ruchi Aggarwal's case (supra)*** and ***Ram Lal's case (supra)***, terms of compromise were fully complied with which is not the case herein.

Since respondent No.2 is not agreeing for quashing of FIR due to non-compliance of terms of compromise on the part of petitioner, the present FIR cannot be quashed on the basis of compromise.

Dismissed.

31.07.2015
parveen kumar

(Paramjeet Singh)
Judge