

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM No.M-26212 of 2015 (O&M)
Date of Decision: February 27, 2016

Ravinder Kumar

...Petitioner

VERSUS

State of Haryana and another

...Respondents

CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH

Present: Mr.Rajiv Sharma, Advocate
for the petitioner.

Mr.D.R.Singla, Deputy Advocate General, Punjab
for the respondent-State.

Mr.R.B.Gupta, Advocate
for respondent No.2.

INDERJIT SINGH, J.

Petitioner has filed this petition under Section 482 Cr.P.C. for quashing of FIR No.183 dated 15.08.2013 under Sections 420-B, 406, 506 and 34 IPC registered at Police Station Sector-31, Faridabad.

Notice of motion was issued and learned State counsel as well as learned counsel for respondent No.2 appeared and contested the petition.

At the time of arguments, learned counsel for the petitioner argued that in the present case, the matter has already been settled between the petitioner and respondent No.2-complainant and

payment has been made as full and final settlement of the claim in the bail proceedings before this Court. Learned counsel for the petitioner further argued that as the payment has been made as full and final settlement of the claim, therefore, the present FIR is liable to be quashed.

On the other hand, learned counsel for respondent No.2 argued that settlement was not made as full and final as ₹40 lacs was paid to the accused and other co-accused and only ₹6 lacs has been paid by the petitioner.

I have heard learned counsel for the parties as well as learned State counsel and have gone through the record.

From the record, I find that the FIR in the present case has been got registered by complainant Tejpal Singh-respondent No.2. As per this FIR, Ravinder got purchased a land to complainant at District Jaipur, Rajasthan. There is allegation that Ravinder along with Ram Niwas Yogi showed the complainant a plot. Complainant paid ₹10 lacs as earnest money to purchase 15 bighas of land @ ₹3 lacs per bigha and ₹35 lacs was to be paid at the time of registry. It is further in the FIR that complainant gave ₹30 lacs to Ravinder and Ram Niwas Yogi and they told that they would make payment to the party and get the sale deed registered.

As per the FIR, 5 bighas pakki zameen's registry was got executed in favour of the complainant at Shampura village and 3 bighas of land was of Bahmod village, which means that firstly the total amount was not paid to the present petitioner alone. Secondly,

the sale deed has also been executed of more than 8 bighas in favour of the complainant.

Next, I find that during the anticipatory bail application in CRM No.M-32856 of 2013 decided on 13.10.2014 by this Court, it is written that the petitioner had been afforded interim protection vide order dated 30.09.2013 passed by this Court. During the pendency of this petition, the matter had been adjourned to enable the petitioner to make good the payment of ₹6 lakhs to the complainant as full and final settlement of the claim. It is further held in the order that ₹3 lakhs had been received by the complainant before the last date of hearing i.e. 01.09.2014 and the matter had been adjourned to 13.10.2014 to enable the petitioner to pay the remaining amount of ₹3 lakhs. A demand draft No.725950 dated 01.10.2014 drawn on Vijaya Bank for a sum of ₹3 lakhs in favour of the complainant Tejpal Singh was produced in the Court and the same was handed over to complainant.

Learned counsel for respondent No.2 admitted the fact regarding receipt of ₹6 lacs but he states that in the order dated 13.10.2014, it is nowhere mentioned that the FIR will be quashed.

The perusal of the order shows that ₹6 lacs were obtained by the complainant at the instance of the Court and the case was adjourned to make complete payment and draft was also produced in the Court and handed over to the complainant. Furthermore, it is in the order that this amount of ₹6 lacs was paid to the complainant as full and final settlement.

In view of this order the claim has been fully and finally settled qua petitioner. After taking the amount of ₹6 lacs from the present petitioner, now the complainant cannot deny the settlement. As the complainant-respondent has already taken the benefit under the settlement and the present petitioner has already paid ₹6 lacs to him, therefore, from the record, I find that the matter was fully and finally settled regarding claim in dispute between the petitioner and private respondent.

The mere fact that it has not been specifically written by the Court regarding quashing of the FIR, does not mean that FIR cannot be quashed or the respondent-complainant has not settled the claim regarding FIR in question. In no way, it can be held that the amount was paid only for the purpose of granting anticipatory bail. The anticipatory bail is to be granted by the Court and for that purpose, no settlement with the private respondent is necessary.

In view of the above discussion, I find that the continuation of proceedings in the FIR in question qua petitioner is nothing but abuse of process of law and amounts to miscarriage of justice.

Therefore, finding merit in the present petition, the same is allowed. The FIR No.183 dated 15.08.2013 under Sections 420-B, 406, 506 and 34 IPC registered at Police Station Sector-31, Faridabad and all the subsequent proceedings arising therefrom, are hereby quashed qua present petitioner.

February 27, 2016
Vgulati

(INDERJIT SINGH)
JUDGE