IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM M-5071 of 2015

Date of decision : 11.05.2016

Harsh Sethi & anr.

....Petitioners

V/s

State of Haryana & ors.

....Respondents

BEFORE : HON'BLE MR. JUSTICE RAJAN GUPTA

Present: Mr. Rajesh Arora, Advocate for the petitioners.

Mr. Arun Luthra, AAG Haryana.

RAJAN GUPTA J.

This is a petition under section 482 Cr.P.C. seeking quashing of FIR in question on the basis of compromise.

FIR was registered on the direction of court in exercise of power under section 156 (3) Cr.P.C on the complaint of Krishan Gopal Ahuja (respondent no. 2 herein). He alleged that he was working as Vice President with M/s Rico Auto Industries Ltd., Gurgaon from 1996 to 2009 and thereafter left the job. During his service, he and his wife were covered under the group medial insurance, premium of which was paid by the company. Apart from this, he had also been maintaining additional medi-claim policy from National Insurance Comp. Ltd. which was valid up to 23.05.2012 and renewed from time to time. Thereafter, complainant came in contact with the accused (petitioners herein) who represented themselves to be insurance agents. They arranged medical insurance policy of ₹1.5 lacs from National Insurance Company Ltd. with an additional Medical Insurance policy having a cover of ₹3.00

lacs to the complainant and his wife. Same was issued from Karavat Health Care Services Pvt. Ltd. On the asking of the accused, complainant renewed and ported the said policy from National Insurance Company Ltd. to Oriental Insurance Company with a cover of ₹7.00 lacs. On 04.08.2012 wife of the complainant suffered an acute health problem and advised surgery by Artemis Hospital, Gurgaon. Complainant contacted the customer care department of the Oriental Insurance Company, who confirmed cashless treatment of his wife. Later, complainant came to know that the policy issued to him by the petitioners were forged and fabricated. Same was a part of group medical insurance policy issued by Oriental Insurance Company Ltd in favour of M/s Renaisance India Ltd. Gobindpur, New Delhi. Complainant and his wife were shown to be employees of the said company. During inquiry by the complainant with the Oriental Insurance Company Ltd it transpired that M/s Renaisance was a bogus company with all fake employees. Due to fraud played by the accused, complainant's wife did not receive proper treatment and instant FIR was lodged. Investigation ensued thereafter and challan presented before the competent court on 12.05.2015. In my considered view, no case is made out for quashing of FIR in view of nature of allegations. Complainant and his wife took a medical insurance policy under the bona fide belief that they would have some security in case of medical illness. They reported to the hospital and it was found that they were not covered by any comprehensive insurance policy. On the other hand, they had been given a group medical insurance policy which they never applied for. Even this turned out to be fake. From the inception, accused had intention to defraud the complainant. They represented that a proper policy had been taken from Oriental Insurance company and complainant and his wife were made to believe this. Merely because a compromise is stated to be there between the parties, FIR in question cannot be quashed. If offences of this nature are quashed on the basis of compromise it would only encourage persons dealing in issuing insurance policies to indulge in such activities. Such matters require thorough probe and need to be taken to their logical end. Petition is, thus, without any merit and same is hereby dismissed.

May 11, 2016 (RAJAN GUPTA)
Ajay JUDGE