259

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

CRM-M-9108 of 2016.
Decided on:-01.09.2016.

Aviva Life Insurance Company Limited & another

.........Petitioners.

Versus

State of Haryana and another

.........Respondents.

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA.

Present:- Mr. Sandeep Suri, Advocate
for the petitioners.

Mr. Sulinder Kumar, AAG, Haryana.

Mr. Amit Jhanji, Advocate
for respondent No.2-complainant.

HARI PAL VERMA, J. (ORAL)

Prayer in this petition is for quashing of FIR No.148 dated 11.05.2015 under Sections 420, 467, 468, 471 and 120-B IPC registered at Police Station Sushant Lok, District Gurgaon (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise dated 15.02.2016 (Annexure P-2).

This Court vide order dated March 16, 2016 had directed the parties to appear before the Illaqa Magistrate/trial Court and the Court was directed to send its report qua the genuineness of the compromise.

Pursuant to the aforesaid order, the parties have appeared before learned Judicial Magistrate 1st Class, Gurgaon and have got their statements recorded. On the basis of the statements so recorded by the parties, learned Magistrate has submitted his report dated 6.4.2016 to the effect that the compromise has been arrived at between the parties voluntarily, without any fear, coercion or pressure and the same is valid.

Perusal of the report submitted by learned Magistrate reveals that statement of respondent No.2-complainant Anil Sikka has been recorded by learned Magistrate on 6.4.2016. Said statement of respondent No.2-complainant, who is author of the FIR in question, made before learned Magistrate is being reproduced as under:

> "*Stated that the then Director of Aviva Life Insurance Co. and its employee Ankit Vij have filed a quashment petition No.CRM-M-9108 of 2016 before the Hon'ble High Court for quashing of the FIR bearing No.148/2015 under Section 420/467/468/471/120-B IPC registered at P.S. Sushant Lok, Gurgaon. The parties to the present FIR have arrived at an amicable settlement/compromise out of their complete volition and without coercion. The settlement has been arrived at between the parties for an amount of Rs.83,00,000/- plus an insurance policy of Rs.6,00,000/- vide deed of settlement executed on 15th day of February, 2016 at Gurgaon, which is Ex.CW-1/A (OSR). The complainant has received the amount of Rs.62,00,000/- at the time of signing the settlement deed. The balance amount of Rs.21,00,000/- shall be paid by the accused company in the Court at the time of quashing of FIR No.148/2015 which is pending before Hon'ble High Court on next date of hearing i.e. 30.05.2016. The accused company shall issue insurance policy of Rs.6,00,000/- within two weeks*

> *from the date of order of quashment of FIR. Compromise arrived at between the complainant and accused persons is lawful and valid. Complainant does not have any objection in case present FIR is quashed subject to above stated conditions. Except above stated amount, nothing more remains to the paid by the accused to complainant and all the grievances have been settled. It has been settled that both the parties shall abide by the terms and conditions as mentioned in the compromise/ settlement deed as stated above. FIR may kindly be quashed."*

Learned counsel for the petitioners states that the matter has been compromised with the complainant and in terms of compromise entered into between the parties, demand draft for an amount of Rs.21 lacs has been handed over to learned counsel for respondent No.2-complainant.

The demand draft of Rs.21 lacs has been accepted by learned counsel for respondent No.2, who states that the complainant has settled the dispute and as on date, there is nothing outstanding against the petitioners except that the petitioners-accused shall issue an insurance policy for an amount of Rs.6 lacs in favour of respondent No.2-complainant Anil Sikka.

Learned counsel for the petitioners undertakes that the petitioners shall issue the insurance policy for an amount of Rs.6 lacs in favour of respondent No.2-complainant within two weeks from today.

I have heard learned counsel for the parties.

In view of the above, no useful purpose would be served to continue with the proceedings before the trial Court in the instant F.I.R.

Following the principles laid down by the Full Bench judgment of this Court in ***Kulwinder Singh and others Versus State of Punjab and another 2007 (3) RCR (Criminal) 1052*** and approved by the Hon'ble Supreme Court in ***Gian Singh Versus State of Punjab and others (2012) 10 SCC 303***, this petition is allowed and FIR No.148 dated 11.05.2015 under Sections 420, 467, 468, 471 and 120-B IPC registered at Police Station Sushant Lok, District Gurgaon (Annexure P-1) and all consequential proceedings arising therefrom are quashed on the basis of compromise dated 15.02.2016 (Annexure P-2), however, subject to payment of costs of Rs.25,000/- to be deposited by the petitioners with the Punjab and Haryana High Court Bar Association, Chandigarh within a period of four weeks from today.

It is made clear that the petitioners shall be bound by the undertaking given by their counsel in the Court today regarding issuance of insurance policy for an amount of Rs.6 lacs in favour of respondent No.2-complainant within two weeks from today. In case, the petitioners fail to do so, this order shall be treated as *non est*.

(HARI PAL VERMA)
JUDGE

September 01, 2016
Yag Dutt

Whether speaking/reasoned: Yes / No

Whether Reportable: Yes / No