

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

CRM-M-25416 of 2015.

Decided on:-10.08.2017.

Charanjit Singh and others

.....Petitioners.

Versus

Darshan Singh and another

.....Respondents.

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

Present:- Mr. Rakesh Gupta, Advocate
for the petitioners.

Mr. Ranjit Singh Sidhu, Advocate for
Mr. Gopal Singh Nahel, Advocate
for respondent No.1-complainant.

HARI PAL VERMA, J.(ORAL)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of complaint bearing No.COMA filing No.12482/2014 dated 13.10.2014 (Annexure P-1) and subsequent summoning order dated 14.10.2014 (Annexure P-2) issued by learned Judicial Magistrate 1st Class, Ludhiana vide which the petitioners have been summoned to face trial for offence punishable under Section 138 of the Negotiable Instruments Act, 1881 (for short, the Act).

Briefly stated, respondent No.1-complainant Darshan Singh has filed a complaint under Section 138 of the Act against the petitioners as well as respondent No.2 Surinder Singh Kooner on the allegations that respondent No.2 was one of the directors of petitioner No.3, namely, Modern Insecticides

Limited, Ludhiana. The petitioners No.1 and 2, namely, Charanjit Singh and Avtar Singh are also directors in petitioner No.3-firm.

In order to discharge his lawful liability, respondent No.2 Surinder Singh Kooner had issued a cheque of Rs.61,10,000/- in favour of the complainant. However, on presentation, the said cheque was dishonoured by the bank, leading to filing of the present complaint. After recording the preliminary evidence and perusing the documents, learned Magistrate, vide order dated 14.10.2014, summoned the petitioner No.3-firm, along with petitioners No.1 and 2 as well as respondent No.2 i.e. Charanjit Singh, Avtar Singh and Surinder Singh Kooner respectively, to face trial under Section 138 of the Act.

Learned counsel for the petitioners states that as per resolution dated May 04, 2015, Anil Sharma is the authorised representative of the petitioner No.3-firm and he has been duly authorised to file the present petition. He further states that the cheque in question was issued by respondent No.2 Surinder Singh Kooner from his personal savings bank account and not from the account of the petitioner No.3-firm. Hence, the petitioners could not be prosecuted for offence under Section 138 of the Act.

Learned counsel for the petitioners further contends that though initially, the present petition was filed by the petitioners for quashing of the complaint as well as summoning order on merits, but during pendency of the present petition, a compromise was arrived at between the petitioners herein as well as respondent No.1-complainant on April 03, 2016. Since the said compromise was also effected with other complainants, the same is duly annexed in the connected petition i.e. **CRM-M-15129 of 2015** titled as

Charanjit Singh and others Versus Baldev Singh and another. As per said compromise, it has been settled that the complainant party shall withdraw all the criminal complaints as referred in the compromise as well as civil suits qua the petitioners. The compromise further provides that the respondent No.1-complainant shall cooperate with the petitioners in quashing proceedings filed by the petitioners before this Court. However, the petitioners have no objection if the proceedings against respondent No.2 Surinder Singh Kooner are continued and the complainant party shall be at liberty to take legal action against the respondent No.2 for the acts done by him.

Learned counsel for the respondent No.1-complainant, on the other hand, fairly admits the very execution of the compromise deed dated 03.04.2016 (Annexure A-1 in connected petition CRM-M-15129 of 2015) and states that he has no objection in case the complaint in question is quashed and the impugned summoning order is set aside qua the petitioners only.

Having heard learned counsel for the parties and taking into consideration the fact that the matter has been compromised between the petitioners and respondent No.1-complainant by way of compromise deed dated April 03, 2016 (Annexure A-1 in connected petition CRM-M-15129 of 2015), this Court feels that when the parties have amicably settled the dispute, continuation of the proceedings in the complaint qua the petitioners would be an abuse of process of law.

Thus, 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 stands allowed qua the petitioners only.

Resultantly, the impugned summoning order dated 14.10.2014 passed by learned Judicial Magistrate 1st Class, Ludhiana (Annexure P-2) is set aside qua the petitioners only and the complaint dated 13.10.2014 under Section 138 of the Act (Annexure P-1) and all consequential proceedings arising therefrom are quashed qua the petitioners only on the basis of compromise deed dated April 03, 2016 effected between the petitioners and respondent No.1-complainant, subject to payment of Rs.10,000/- with the Blind School, Ludhiana by the petitioners.

August 10, 2017
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No