

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-27427-2018

Date of Decision: 14.11.2018

Amit Goel and another

.....Petitioners

Versus

State of Haryana and another

.....Respondents

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

Present: Mr. Rupinder Khosla, Senior Advocate with
Mr. Sarvesh Malik, Advocate,
for the petitioners.

Mr. Anmol Malik, A.A.G., Haryana.

Mr. Kunal Dawar, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.0245/2018 dated 06.06.2018 under Sections 120-B, 384, 406, 420, 467, 468, 471 & 511 IPC, registered at Police Station Civil Lines, Gurugram, Haryana (Annexure P-1).

On 04.07.2018, this Court had passed the following order:-

“Learned senior counsel, while making reference to order dated 15.05.2018 passed by National Consumer Disputes Redressal Commission, states that the copy of Memorandum of Understanding (MoU) dated 13.10.2017 was duly considered by the Commission. As per the said memorandum, it was incumbent upon the respondent-builder to pay an amount of ₹93,29,104/- towards interest

component. He further states that along with MoU dated 13/16.10.2017, Annexure B has been attached wherein the details of refund made by the respondent-Company has been shown. In the said details (as detailed at page 63 of the paper book), two cheques of Axis Bank Nos.078585 and 078586 for an amount of ₹41,98,097/- each were statedly prepared and issued by the builder. Though the original were retained by the builder but photocopy was supplied to the petitioner to substantiate that there was a valid MoU between the parties.

Notice of motion for 27.07.2018.

Dasti as well.

Meanwhile, till the next date of hearing, no coercive method be adopted.”

Thereafter, the petitioner moved an application bearing CRM-35830-2018 to contend that during the pendency of the present petition, matter has been compromised between the parties and therefore, the original petition which was filed for quashing of the FIR on merits was required to be converted into the petition for quashing of the FIR on the basis of compromise.

This Court vide order dated 10.10.2018 had directed the parties to appear before the trial Court/Illaq Magistrate to get their statements recorded and the learned Magistrate was directed to send its report qua the genuineness of the compromise.

Pursuant to the aforesaid order, parties have appeared before learned Additional Chief Judicial Magistrate, Gurugram and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 31.10.2018 to the effect that the parties have compromised the matter voluntarily, without any pressure or

Mr. Praveen Arora, who is an authorized signatory of the complainant-firm has made a statement with regard to compromise on behalf of the complainant before learned Magistrate on 22.10.2018, which reads as under:-

“Stated that our Company has ended into compromise with accused Yachna Goel and others in terms of MOU Ex.C1. We have no objection in case FIR is quashed in terms of the said MOU. I have been authorized by the Company to make the present statement vide Board Resolution Ex.C-2.”

Learned counsel for respondent No.2 has admitted the very factum of the compromise and fairly states that since the matter has been compromised between the parties, he has no objection in case FIR in question is quashed on the basis of compromise.

Learned State Counsel on instructions from ASI Subhash states that the matter is at initial stage and investigations in the case are in progress.

Since the matter has been compromised between the parties and there is a statement of Sh. Parveen Arora, authorized signatory on behalf of the complainant to the effect that they have no objection if the FIR in question is quashed, in terms of Memorandum of Understanding dated 28.09.2018 attached with CRM-35830-2018. 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.0245/2018 dated 06.06.2018 under Sections 120-B, 384, 406, 420, 467, 468, 471 & 511 IPC, registered at Police Station Civil Lines, Gurugram, Haryana (Annexure P-1) is hereby quashed qua the petitioners on the basis of Memorandum of Understanding dated 28.09.2018, subject to payment of costs of ₹30,000/- to be paid within 15 days from today with the Poor Patients Welfare Fund, PGIMER, Chandigarh. The petitioners shall produce a receipt with the Registry.

November 14, 2018
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No