

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Criminal Misc. No.M-3475 of 2018 (O&M)
Date of decision : 18.07.2018

Rohit and others

... Petitioners

Versus

State of Haryana and another

... Respondents

CORAM: HON'BLE MR. JUSTICE RAJ SHEKHAR ATTRI

Present: Mr. Jagdish Manchanda, Advocate for the petitioners.

Mr. Ashok Muthreja, DAG, Haryana.

RAJ SHEKHAR ATTRI, J.(Oral)

Criminal Misc.No.18754 of 2018

The application for staying the proceedings before the learned trial court.

However, this court is not inclined to stay the proceedings. Rather the hearing of the main case is preponed and taken up on regular board today itself.

Criminal Misc.No.M-3475 of 2018

The petitioners have preferred the instant petition under Section 482 Cr.P.C. for quashing of FIR No.180 dated 17.02.2017, registered under Sections 148, 149, 323, 379, 427, 447, 506 IPC at Police Station Karnal City, District Karnal.

Respondent No.2-complainant has lodged an FIR against his own mother Smt. Nirmal Aggarwal, brother Rohit Gupta and some other persons. A compromise allegedly has been effected between Rohit, Mohit and Priya Darshni but the same has not been signed by remaining petitioners and even not signed by Mohit and Smt. Nirmala Aggarwal.

This Court vide order dated 25.01.2018, directed the parties to appear before the learned trial court to get recorded their statements

regarding compromise.

Smt. Nirmala Aggarwal in her statement recorded before the learned trial court has stated that her sons have brought her in the court and she does not know about the FIR nor about the compromise. However, in para No.7 of the petition, it is mentioned as under:-

“That the compromise has been effected between the parties and memorandum of understanding has been prepared with the respondent no.2. It has been agreed that the petitioner no.1& respondent no.2 will get 35% each and 30% of the property will go to petitioner no.2 it has also been agreed that the other properties as well as the Doon Valley Trust, Doon Valley Rice & Ashirwad Trust will remain solely with the petitioner no.1. The respondent no.2 will have 4 acre land of Doon Valley Trust (school side) which will be transferred in a new created company, Kundli Boarder Land, H.No.128/7, Mandi Shop, Sector-6 Plot, Sector 3 Plot, H.No.56/sector 14, Karnal Ghanta Ghar shop and 2 cr. Cash. It is also said in the memorandum of understanding that petitioner no.2 Smt. Nirmala Aggarwal will have independently authority to decide about her share. A copy of the compromise dated 27.4.2017 is attached herewith the petition as Annexure P-3.”

A bare persual of the compromise transpires that the compromise has not been effected between the parties and petitioners tried to mislead the court by stating that compromise has been effected between the parties.

Now when Smt. Nirmala Aggarwal, who is neither the signatory nor a party to compromise has stated that she has no knowledge about the compromise, to the mind of this Court, no ground to quash the aforesaid FIR and subsequent proceedings arising therefrom, is made out.

Accordingly, the instant petition stands dismissed.

However, at this stage, learned counsel for the petitioners prays that the liberty be granted to the petitioners to file fresh one in case a compromise is arrived between the parties.

In view of above, aforesaid liberty is granted to the petitioners.

18.07.2018
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(RAJ SHEKHAR ATTRI)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No