

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

CRM-M-13822-2018 (O&M)
Date of decision : 07.10.2019

Vishal Garg

...Petitioner

Versus

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Amandeep Singh, Advocate for the petitioner.

Mr. Bhupender Beniwal, AAG, Punjab.

ANIL KSHETARPAL, J. (ORAL)

Petitioner prays for quashing of FIR No.127 dated 05.08.2014 registered under Sections 406, 420 IPC at Police Station Division No.8, Jalandhar, District Jalandhar.

The FIR is as under:-

“Complaint No.483-Peshi dated 18.02.2014 from Krishan Partap son of Rajinder Lal, resident of 28/29, Parkash Nagar, Jalandhar against 1. Bal Krishan 2. Parmod Rani, Director Swati Cast and Forge Private Limited, D-100/101, Phase-5, Focal Point, Dhandari Kalan, Ludhiana, residents of 7, Agar Nagar Enclave, Ram Bagh, Ludhiana. 3. Vishal Garg, owner of Swati Industries, B-74, Phase-5, Focal Point, Dhandari Kalan,

Ludhiana. Sir, it is submitted that I, Krishan Partap son of Rajinder Lal, am the resident of 28/29, Parkash Nagar, Jalandhar and submit as per under:- 1. That I am the sole Proprietor of M/s Allied Steels, Tanda Road, Jalandhar and do work of iron sheets and coil roll. 2. That I was introduced to accused no. 3 Vishal Garg by Monty Sharma. Monty Sharma works as a Commission Agent at Ludhiana. I had supplied iron goods to Vishal Garg from time to time and Vishal Garg had made me payment from time to time. 3. That Monty Sharma brought Vishal Garg and Bal Krishan to me. Monty Sharma and Vishal Garg said to me that Bal Krishan is Director in Swati Cast and Forge Private Limited, Ludhiana and he is in need of iron goods. Vishal Garg told to me and Monty Sharma that this Firm belongs to his uncle (Chacha) and whatever goods shall be sold by me to the aforesaid Swati Cast and Forge Private Limited, he shall be responsible for the payment thereof. Thereafter I got even this information that accused no. 2 Parmod Rani is also the Director of M/s Swati Cast and Forge Private Limited. 4. That having faith on the aforesaid Vishal Garg, I sold H.R. sheets and plates of iron to M/s Swati Cast and Forge Private Limited of worth Rs. 27,15,903.9. 5. That we made the delivery to aforesaid Swati Cast and Forge Private Limited through bills in between 10 to 13 May 2013, total amount of which comes to Rs.21,15,903.9 and it was settled that the payment shall be made within 15 days. However, when the payment was not received even after lapse of 15 days then we kept asking aforesaid Vishal Garg, Bal Krishan for payment but the accused did not make any payment to us. We kept asking the accused for payment from time to time. When the pressure was built on the aforesaid Commission Agent

Monty Sharma, then he made us meet aforesaid Bal Krishan and Parmod Rani. They, during the meeting gave us 5 cheques bearing no.314946 of Rs. 2,00,000/- and second cheque bearing No. 314947 for Rs. 2,27,503/- drawn on Punjab National Bank and three cheques drawn on Punjab and Sind Bank bearing no. 986154 for an amount of Rs.11,01,468/-, second cheque bearing no. 986152 for Rs. 4,86,800/- and 3rd cheque bearing no. 986153 for Rs. 7,00,133/-. It is worth mentioning here that during this meeting, Shivam Garg son of accused Bal Krishan gave us in writing in respect of the payment to the effect that they are to give an amount of Rs.27,15,903.9/- to us. 6. That when we presented aforesaid cheques in the account of our Firm, then all the cheques were dishonored. 7. That the aforesaid accused issued us the aforesaid cheques with the intention to cheat us. They knew that some of their bank accounts have been declared N.P.A. and no transaction of any kind is taking place in the said accounts. Still, the accused issued these cheques fraudulently to us in order to make unlawful gain to themselves and unlawful loss to us, which is an absolute act of cheating and fraud. 8. That I have many a times made a telephone call to the accused mentioned in the subject for making payment but they are extending threats to my life and they are threatening to register a false case against me and claim that I may do whatever I wish to, they are not to make payment to me. Aforesaid accused in connivance with each other have cheated us with amount of Rs.27.15.903.9, which is absolutely wrong and illegal. Therefore. I request you to register a case of cheating against the aforesaid accused and our amount be got returned. I shall be deeply obliged. Yours faithfully. Sd/- in English, Krishan Partap

son of Rajinder Lal, resident of 28/29, Parkash Nagar, Jalandhar, 98140-61148, 98881 68384.”

On careful reading of the aforesaid FIR, it is apparent that the first informant had supplied iron goods to Swati Cast and Forge Private Limited on the recommendation of the petitioner as also Monty Sharma and due to non-payment of the price of goods supplied and dishonour of the cheques, FIR in question was registered.

Bal Krishan Garg, Parmod Rani and Shivam Garg who were co-accused and Directors of Swati Cast and Forge Private Limited filed petition for quashing of FIR on the basis of settlement (compromise) Annexure P-2. Salient terms of the aforesaid settlement/compromise deed are extracted as under:-

“1. That as per the compromise the second party shall withdraw the complainant under Section 138 N.I. Act which is pending in the court of Ms. Anuradha, JIMC, Jalandhar on or before the next date of hearing i.e. 04.11.2014.

2. That the second party shall appear before the police authorities or Illaqa Magistrate regarding above mentioned FIR necessary statements to that effect. Similarly the party of the second part shall appear before the Hon'ble High Court and make statement in case the party of the first party filed a petition for quashing of the FIR which was registered against them.

3. That all the disputes have already been settled amicably between the parties and now nothing remains due from any party towards the other. Now no party shall have any claim on the other, either present, past or future and no party shall file any further suit, case or complaint of any

kind against each other in any court or before any other authority.

4. That this compromise has been affected between the parties with their free will and consent and without any pressure or undue influence from any quarter. Both the parties shall remain bound by the terms and conditions of this compromise.”

On the basis of the aforesaid settlement/compromise deed, FIR and consequent criminal proceedings were quashed by this Court vide order dated 10.02.2015 passed in CRM-M-36280-2014. The correctness of the aforesaid settlement was admitted by the first informant. However, while quashing the criminal prosecution, it was ordered that it is restricted to the petitioners in the aforesaid petition.

That is how the present petition has been filed.

Notice of motion was issued. In spite of service, respondent No.2 is not present.

It is apparent from the careful perusal of the compromise/settlement which resulted into quashing of FIR against Bal Krishan Garg, Parmod Rani and Shivam Garg that the entire dispute was settled. The goods were supplied to the petitioners in the aforesaid petition i.e. Bal Krishan Garg, Parmod Rani and Shivam Garg. Petitioner is only alleged to have recommended to the first informant for supply of the material.

After hearing the learned counsel for the parties and after going through the record of the case, this Court is of the considered opinion that it is a fit case for exercising the inherent jurisdiction of this

Court under Section 482 Cr.P.C., so as to secure the ends of justice.

Keeping in view the facts of the present case and for the reasons recorded in the settlement/compromise deed which has been reproduced above, FIR No.127 dated 05.08.2014 registered under Sections 406, 420 IPC at Police Station Division No.8, Jalandhar, District Jalandhar and the subsequent proceedings are quashed qua present petitioner also.

Accordingly, the present petition is allowed.

07.10.2019

Pawan

**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No