

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CRM-M-15887-2016 (O&M)
Date of Order:20.05.2019

Sandeep Kumar

..Petitioner

Versus

State of Punjab and another

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Rakesh Sobti, Advocate and
Ms. Monika Sethi Sobti, Advocate
for the petitioner.

Mr. Bhupender Beniwal, AAG, Punjab

Mr. Bikramjit Aurora, Advocate
for respondent no.2.

ANIL KSHETARPAL, J(Oral)

On 09.05.2016, notice of motion was issued while noticing
following contentions of learned counsel for the petitioner:-

*“Learned counsel for the petitioner contends that despite
there being compromise between the parties and
pursuant thereto the sale deed has been registered in the
name of complainant, but now the complainant has
retracted from the compromise.”*

Thereafter, on 18.09.2018, following order was passed:-

*“Learned counsel for respondent no.2 submits that due
to compromise dated 29.01.2015, the petitioner
transferred his property in favour of respondent No.2,*

but did not clear the electricity bill of Rs.2,06,610/- despite a clause to this effect in the sale agreement. In the absence of payment of the said amount, there is no compromise between the parties and the FIR cannot be quashed.

Learned counsel for the petitioner prays for one last opportunity to get instructions.

Adjourned to 23.10.2018.”

Today, when the case came up for hearing, learned counsel for the petitioner submits that inspite of his best efforts, petitioner could not be persuaded to come forward and clear the dues of electricity as undertaken in the sale deed.

In view thereof, this court is left with no choice but for to dismiss the petition.

May 20, 2019
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned
Whether reportable

: Yes/No
: Yes/No