

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

Sr. No.244

**CRM-M-20842-2017 (O&M)**

**Date of decision : 8.2.2019**

Bachan Singh

..... Petitioner

**VERSUS**

State of Punjab and another

..... Respondents

**CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL**

Present: Mr. Rakesh Gupta, Advocate, for the petitioner.

Mr. K.S. Sidhu, DAG, Punjab

Mr. APS Rehan, Advocate, for respondent No.2.

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**SUDHIR MITTAL, J. (Oral)**

CRM-4794-2019

The application is allowed as prayed for subject to all just exceptions. Annexure P3 is taken on record.

CRM-M-20842-2017

The petitioner seeks quashing of FIR No.73 dated 8.7.2016, registered at Police Station Boha, District Mansa, under Sections 420 IPC as well as all consequential proceedings having arisen therefrom, on the basis of compromise.

The aforementioned FIR came to be registered on the allegation that the petitioner had taken a sum of Rs.2 lakhs from respondent No.2, but failed to re-pay the same.

During the course of investigation, the parties entered into a settlement dated 9.12.2016 (P2), according to which, the dispute was settled for a sum of Rs.2.5 lakhs, out of which Rs.50,000/- stood paid. Out of the balance amount of Rs.2 lakhs, a demand draft dated 07.12.2016 for a sum of Rs.50,000/- was handed over on the date of the compromise and for the balance amount of Rs.1.5 lakhs, two post dated cheques of Rs.75,000/- each dated 20.2.2017 and 20.5.2017 respectively, were issued. However, cheque dated 20.5.2017 was dishonoured.

Notice of motion was issued in this case and upon appearance of respondent No.2, the parties were directed to get their statements recorded before the trial Court/Illaq Magistrate concerned subject to payment of the remaining amount of Rs.75,000/- Today, order dated 7.12.2018 has been placed on record, according to which, demand draft for a sum of Rs.75,000/- was tendered, but the complainant refused to accept the same and also failed to get his statement recorded.

Learned counsel for respondent No.2 submits that the amount of Rs.75,000/- should have been paid on 20.5.2017 as per compromise dated 9.12.2016. Since, there was a default, the petitioner is bound to pay interest on the delayed payment.

In view of the fact that the parties have amicably settled their dispute, the petition is allowed and the FIR No.73 dated 8.7.2016, registered at Police Station Boha, District Mansa, under Sections 420 IPC and all consequential proceedings having arisen therefrom, is quashed qua the petitioner. If respondent No.2 is interested, he may collect the demand draft for remaining amount of Rs.75,000/-, after the petitioner replaces the same with a new demand draft, within four weeks from today, from the trial Court before the date of its expiry. However, in view of the unreasonable attitude

adopted by the respondent No.2, he is burdened with costs of Rs.10,000/-,  
which shall be paid in favour of the High Court Legal Services Committee,  
Chandigarh. The handing over of demand draft to respondent No.2 shall be  
subject to his producing proof of deposit of above amount of costs.

**(SUDHIR MITTAL)**  
**JUDGE**

**8.2.2019**  
Ramandeep Singh  
Whether speaking / reasoned  
Whether Reportable

Yes / No  
Yes/ No