

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

**CRM-M-27439-2017 (O&M)
Date of decision: 11.07.2019**

E-Max Group of Institutions

... Petitioner

Vs.

State of Haryana and another

... Respondents

CORAM: HON'BLE MR. JUSTICE ARVIND SINGH SANGWAN

Present: Mr. Bipan Ghai, Sr. Advocate with
Mr. Munish Behl, Advocate
for the petitioner.

Mr. Deepak Grewal, DAG, Haryana.

ARVIND SINGH SANGWAN, J. (ORAL)

Prayer in this petition is for quashing of FIR No.119 dated 01.07.2016 under Sections 34, 447 IPC and Section 379 IPC (added later on), registered at Police Station Mullana, District Ambala and all the subsequent proceedings arising therefrom.

On 31.07.2017, while issuing notice of motion, following order was passed: -

“.....Learned counsel for the petitioner submits that petitioner is running an educational institution since 2007. He further submits that a perusal of the FIR itself shows that Kishor son of Narinder Nath is the power of attorney holder of his brother Vijay Kumar Malhotra-complainant dated 25.5.2009 and, therefore, he has every knowledge of the construction raised by petitioner.

Learned counsel for the petitioner argues that the construction of the building of the institution was raised in the year 2008 and at the time of demarcation dated 21.3.2017, the Tehsildar has reported that the land of the complainant i.e. bearing Khasra No. 38//9/4 could not be located as there were no three pucca points available at the spot. It is, thus, contended that complainant himself is not aware about the exact location of his land.

He has further submitted that FIR has been registered under Sections 447 and 379 IPC and the maximum punishment provided under the aforesaid Sections is 3 years and, therefore, while leveling allegations that the petitioner has raised construction in 2008, the FIR which is now registered in the year 2016 is time barred in view of Section 468 Cr. P.C....”

Thereafter, respondent No.2-complainant appeared in person and filed the reply.

During the course of arguments on 08.07.2019, respondent No.2 made an offer that he is ready to accept the money and will execute the sale deed in favour of the petitioner. Accordingly, the case was referred to the Mediation and Conciliation Centre of this Court for recording the statement of complainant and to explore the possibility of some amicable settlement.

The Mediator has submitted a settlement/agreement duly signed by the complainant as well as representative of the petitioner on the following terms and conditions: -

“(a) Both the parties have agreed that they are ready to resolve their dispute for which the first party has agreed to pay a total

amount of Rs.10 lacs towards the land of the second party which is in their possession since long and the second party has agreed to accept the sum of Rs.10 lacs which shall be paid by the first party within one month from the signing of the present compromise.

(b) The second party after receiving Rs.10 lacs will sign all documents and will appear before all such authorities to pave way towards transfer of the land in the revenue record in favour of the first party.

(c) The second party will also have no objection in the quashing of the FIR No.119 dated 01.07.2016 under Sections 34, 447 and 379 IPC at Police Station Mullana, District Ambala.

(d) Both the parties have further agreed that they will coordinate with each other for getting the FIR in question quashed from this Hon'ble Court.

(e) Both the parties have further agreed that after the present settlement, they will not raise any claim/counter claim against each other or any account.”

In view of the above, this petition is allowed and FIR No.119 dated 01.07.2016 under Sections 34, 447 IPC and Section 379 IPC (added later on), registered at Police Station Mullana, District Ambala and all the subsequent proceedings arising therefrom, are quashed subject to the condition that as settled between the parties on 08.07.2019, the petitioner will pay an amount of Rs.10.00 lacs to respondent No.2-complainant, who is GPA holder of the owner-his real brother Kishore Kumar and respondent No.2 in the capacity of GPA holder of Kishore Kumar will execute the sale deed in favour

of the petitioner. The amount of Rs.10.00 lacs will be paid by way of demand draft favouring respondent No.2-complainant Vijay Kumar Malhotra/GPA of owner Kishore Kumar, at the time of registration before the Sub Registrar and he will appear before the Sub Registrar to execute the sale deed in favour of the petitioner.

The parties are directed to appear before the Sub Registrar on 08.08.2019 at 10.00 a.m. for the purpose of executing the sale deed.

The Sub Registrar, Mullana, District Ambala will execute the sale deed in terms of the settlement arrived at between the parties.

It is made clear that if the petitioner failed to execute its part of the settlement on or before 14.08.2019, this petition will be deemed to be dismissed without any further order.

[ARVIND SINGH SANGWAN]
JUDGE

11.07.2019
vishnu

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No