

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

CRM-M-26905-2020

Date of Decision: 24.03.2021

Sunil Jindal

...Petitioner

Versus

State of Haryana & another

...Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present: Mr. Mohan Sharma, Advocate, for the petitioner.

Ms. Sheenu Sura, DAG, Haryana.

Mr. Anshul Gupta, Advocate, for respondent No.2.

(proceedings conducted through video conferencing)

GURVINDER SINGH GILL, J. (Oral)

1. The petitioner has approached this Court seeking quashing of FIR No.135 dated 16.05.2020 registered against him at Police Station Sector-14, Panchkula under Sections 420/467/468/471/506/120-B IPC, on the ground that the matter has since been compromised amongst the parties.
2. The allegations, in nutshell, are that the petitioner had represented to the complainant that he is attorney of his father in respect of House No.1444-P, Sector-15, Panchkula, measuring 14 marlas, vide registered GPA bearing No.380 dated 13.08.2007 and that the said house was free from all encumbrances. An agreement to sell the said house was executed between the complainant and the petitioner on 15.09.2016 and an amount of Rs.15 lakhs was paid by the complainant to the petitioner as earnest money. It is further

alleged in the FIR that subsequently another amount of Rs.10 lakhs was paid in June, 2017 towards part payment of the sale consideration. The complainant alleged that the petitioner, however, sold the property to accused No.2, namely, Sunita Chaudhary in order to defeat the rights of the complainant.

3. However, the matter was subsequently resolved amongst the parties and the instant petition was filed for quashing of FIR on the basis of the compromise deed (Annexure P-2). The said compromise is stated to have been effected amongst the petitioner Sunil Jindal and the complainant/respondent No.2 Abhishek. As per the said compromise, the petitioner was to pay 3 installments of Rs.5 lakhs each to the complainant. Since one of the installments remained unpaid, this Court had adjourned the matter on 24.02.2021 and also on 10.03.2021 to enable the petitioner to pay the balance amount of Rs.5 lakhs.
4. Today, learned counsel representing the complainant/respondent No.2 has stated that the balance amount out of the agreed amount as per the compromise has been received by his client and nothing is due and that entire terms of the compromise stand satisfied and that he has no objection for quashing of the FIR in question.
5. In view of the aforesaid compromise and bearing in mind the law laid down by Full Bench of this Court in 2007(3) RCR (Crl.) 1052 Kulwinder Singh and others Vs. State of Punjab, the present petition is allowed and FIR No.135 dated 16.05.2020 registered at Police Station Sector-14, Panchkula under Sections

420/467/468/471/506/120-B IPC and all subsequent proceedings
emanating therefrom are hereby quashed qua petitioner.

24.03.2021

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(GURVINDER SINGH GILL)
JUDGE

Whether speaking/reasoned: **Yes/No**

Whether reportable: **Yes/No**