

**In the High Court for the States of Punjab and Haryana
At Chandigarh**

CRM-M-18316-2022 (O&M)
Date of Decision:-7.9.2022

Vineet Goyal and another ... Petitioners

Versus

Union Territory, Chandigarh and another ... Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Arav Gupta, Advocate and
Ms. Priya Aggarwal, Advocate for the petitioners.

Mr. Abhinav Gupta, APP, U.T., Chandigarh.

Mr. Sahil Matharoo, Advocate for respondent No.2.

GURVINDER SINGH GILL, J. (Oral)

1. The petitioners have approached this Court seeking quashing of FIR No.0076, dated 27.12.2021, Police Station Sector 19, Chandigarh, under Sections 406, 420 and 120-B of Indian Penal Code and all subsequent proceedings emanating therefrom on the basis of a compromise effected between the parties.
2. The allegations, in nutshell, are to the effect that the petitioners, who are partners of 'M/s Pushpak Land Links', had entered into an agreement with the complainant Anil Kumar for sale of their house No.3135, Sector 20-D, Chandigarh for an amount of Rs.1.2 crores and an amount of Rs.87 lakhs

was paid as earnest money but somehow the sale-deed was not executed and on account of which the complainant filed a suit for specific performance. The instant FIR also came to be lodged. However, the said matter was admittedly resolved amongst the parties and a compromise/settlement deed dated 17.3.2022 (Annexure P-2) came to be executed, as per which the petitioners agreed to return back the amount of Rs.87 lakhs by way of 3 installments.

3. Vide order dated 2.5.2022, the parties had been directed to appear before the Illaqa Magistrate/Trial Court so as to get their statements recorded qua the factum of compromise.
4. Report dated 31.5.2022 of learned Judicial Magistrate 1st Class, Chandigarh has been received, wherein it has been stated that the statements of petitioners/accused Vineet Goyal, Nishant Goyal and also of respondent No.2/complainant-Anil Kumar have been recorded to the effect that they have compromised the matter amongst themselves.
5. Learned Judicial Magistrate 1st Class, Chandigarh has specifically opined that the parties have entered into compromise voluntarily without there being any pressure, coercion or undue influence.
6. Learned counsel for the petitioners submitted that pursuant to the terms of compromise, an amount of Rs.50 lakhs had initially been paid by way of demand draft No.691472, dated 14.3.2022 as is specifically recorded in the compromise/settlement deed dated 17.3.2022 (Annexure P-2), which was paid at the time of execution of the settlement amongst the parties. It has further been submitted that in accordance with the terms and conditions of compromise, another amount of Rs.17 lakhs was paid to the complainant at

the time of recording of statements of the parties before the Trial Court by way of demand draft No.691646 dated 18.5.2022.

7. Learned counsel for the petitioners has today handed over the bank draft No.691916, dated 3.9.2022 of balance amount of Rs.20 lakhs to learned counsel for representing the complainant, a copy whereof has been furnished to this Court, which is taken on record. The said bank draft has been accepted by Mr. Sahil Matharoo, Advocate representing respondent No.2/complainant. He has handed over the said bank draft to respondent No.2/complainant Anil Kumar, who is also present in the Court. Respondent No.2/complainant as well as complainant's counsel have both admitted the factum of compromise and have stated that the entire settled amount has been received by the complainant and that the complainant does not have any objection for quashing of the FIR.
8. 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.0076, dated 27.12.2021, Police Station Sector 19, Chandigarh, under Sections 406, 420 and 120-B of Indian Penal Code and all subsequent proceedings emanating therefrom are hereby quashed qua petitioners.
9. The parties shall remain bound by all the terms and conditions of compromise/settlement including withdrawal of the civil suit by the complainant.

7.9.2022

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(Gurvinder Singh Gill)
Judge

Whether reasoned/speaking

Yes / No

Whether reportable

Yes / No