

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-4629-2023

Date of Decision: 08.02.2023

Kunal Puri

... Petitioner

VS.

State of Haryana & Anr.

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Dr. Kanu Sharma, Advocate and
Mr. Vishal Sharma, Advocate for the petitioner

Mr. Gagandeep S. Chhina, AAG Haryana

Sandeep Moudgil, J.

The petitioners seek quashing of the FIR No.0563 dated 13.09.2020 under Sections 420/120-B IPC, registered at Police Station Gurgaon Sadar, District Gurugram.

Learned counsel for the petitioner submits that the petitioner and other accused persons have compromised their case with the complainant and they have settled their dispute for an amount of Rs. 12,31,268/-, for which the accused persons had given the complainant, 8 cheques, out of which 2 cheques were got encashed and remaining got dishonored and as such there is a payment dispute between the parties. It is vehemently contended that there is nothing on record to ascertain the criminal liability of the petitioner and other accused persons under Section 420 IPC which envisages that dishonest intention should be from the inception of transaction.

Learned counsel further contended that the petitioners had given 8 cheques fulfilling his part of the obligation as settled outside the court as per agreement dated 14.12.2018 (Annexure P2) which itself shows the bona fide

intention of the petitioner to repay or refund the amount and moreover, the FIR is liable quashed on the ground that the matter is compoundable with permission of the Court. It is urged that the petitioner has become a scapegoat as he was unable to hand over the plot without requisite permission from the company i.e. Walnut Infratech P.Ltd. He has been falsely implicated in the FIR and as such the ingredients of Section 420 IPC have not been fulfilled to frame such charges. Reliance is placed on ***Lalita Kumari Vs. Govt. of U.P. & Ors.” decided on 12 November, 2013, in Writ Petition (Criminal) No. 68 of 2008.***

Further, the case of the petitioner is that the present FIR is liable to be quashed since settlement of Rs.12,31,268/- has been agreed upon as per document dated 14.12.2018 before registration of FIR. In fact, the complainant needs to approach the appropriate authority for cheque bouncing case under Section 138 of the Negotiable Instruments Act or file complaint against the company itself as a legal person.

Learned State counsel has informed the Court that earlier also an FIR against the accused persons was registered i.e. FIR No.790/2018 u/s 420 and 120-B of IPC, at police station Sadar, Gurugram on the same set of allegations and as such the petition filed by the petitioner deserves to be dismissed.

Heard learned counsel for the parties.

The fact that the accused persons have compromised this dispute with the complainant and for that he has obtained some cheques does not dilute the liability of the accused persons as remaining cheques got dishonored. Allegations contained in the complaint and in the Action Taken Report make out a clear cut case of fraud. Firstly, the complaint was not given promised plot.

Secondly, the complainant was again defrauded when the promised amount was not paid to him as the cheque got dishonored. It clearly implies that the accused persons were having dishonest intention since the very beginning of transaction to not to give promised plot to the complainant as per their settled terms and conditions and when the complainant being aggrieved on account of delay settled the dispute that promise was also not honoured.

Accordingly, there is no merit in this petition and the same is dismissed.

08.02.2023
V.Vishal

(Sandeep Moudgil)
Judge

- 1. *Whether speaking/reasoned?*
- 2. *Whether reportable?*

Yes/No
Yes/No