

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

CRM-M-5445-2022

Date of Decision:27.07.2023

Swati @ Chavi Shiroti and another

. . . . Petitioners

Vs.

State of Haryana and another

. . . . Respondents

CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA

Present: - Mr. A.K. Dahiya, Advocate, for the petitioners.

Mr. Vipul Sherwal, AAG, Haryana.

Mr. B.K. Bagri, Advocate, for respondent No.2.

DEEPAK GUPTA, J.

Prayer in this petition filed under Section 482 Cr.P.C. is to quash FIR No.229 dated 26.06.2020 registered at Police Station Bawal, Rewari, under Sections 406, 420 IPC; and Sections 419, 467, 468, 471 and 120-B IPC (added later) and all subsequent proceedings arising therefrom on the basis of merits as well as compromise dated 25.06.2021 (Annexure P2).

2. Learned counsel for the petitioners submit that as per the allegations of the complainant, he had paid an amount of ₹12,53,500/- to the accused as advance payment for purchase of thermometers and mask online. Later on some dispute had arisen but the matter was compromised and that accused returned the amount by way of demand draft, copy of which is attached with the petition as Annexure P3, and the same was duly encashed by the complainant. Learned counsel contends that after obtaining

the settlement money by way of demand draft, respondent No.2-complainant is now resiling from the compromise.

3. Counsel for respondent No.2 submits that apart from the amount as mentioned in the compromise, petitioners had agreed to pay more amount, but the same was not paid and, therefore, compromise has not been effected.

4. Having considered submissions of both the sides, this Court is of the opinion that FIR in question and the subsequent proceedings deserve to be quashed. Compromise dated 25.06.2021 (Annexure P2), the execution of which has not been disputed by counsel for respondent No.2, clearly provides that first party i.e. Ravinder (respondent No.2 herein) had received an amount of ₹12,53,500/- vide a Bank Draft No.501008 dated 25.06.2021 of ICICI Bank. There is absolutely no mention of any other amount liable to be paid by the second party Mahesh Chand on behalf of the petitioners. The compromise dated 25.06.2021 (Annexure P2) further provides that in view of the amount having been received, the first party did not have any objection to grant bail to Chandra Shekhar @ A.K. (petitioner No.2 herein) and his wife (petitioner No.1 herein). It is further provided that both Chandra Shekhar @ A.K. and his wife or family members can move the High Court for quashing of the FIR and that first party shall support them.

5. In view of the aforesaid terms and conditions of the compromise, respondent No.2 Ravindra, i.e. first party to the compromise (Annexure P2) cannot be allowed to back out.

6. In *Ruchi Agarwal v. Amit Kumar Agrawal 2004(4) R.C.R. Criminal) 949* parties entered into a compromise in a case under Section 498-A & 506 of the IPC. Divorce by mutual consent was granted. Petition

under Section 125 Cr.P.C. was also withdrawn by the wife whereas husband withdrew the petition under Section 9 of the Hindu Marriage Act. However, wife refused to withdraw the case under Section 498-A & 506 of the IPC. Observing that wife wanted to harass the husband even after getting the relief, the Hon'ble Supreme Court quashed the FIR in question.

7. In the present case also, after having obtained the settlement money from the petitioners, respondent No.2-complainant appears to be backing out.

8. In view of the aforesaid factual & legal position, FIR No.229 dated 26.06.2020 registered at Police Station Bawal, Rewari, under Sections 406, 420 IPC and Sections 419, 467, 468, 471 and 120-B IPC (added later) and all subsequent proceedings arising therefrom, are quashed qua the petitioners.

Disposed of.

(DEEPAK GUPTA)
JUDGE

27.07.2023

Vivek

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

Yes/No
Yes/No