

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

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**CRM-M-8437-2023**

**Date of Decision: 21.07.2023**

**Sunit Majumdar and others**

. . . . Petitioners

**Vs.**

Union Territory of Chandigarh and another

. . . . Respondents

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**CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA**

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Present: - Mr. Rana Gurtej Singh, Advocate, for the petitioners.

Mr. Yashwant Singh Rathore, Addl. P.P.,  
UT, Chandigarh assisted by  
Ms. Sudha Singh and Mr. Yuvraj Singh Rathore, Advocates,  
for the respondent-UT Chandigarh.

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**DEEPAK GUPTA, J.**

Prayer in this petition filed under Section 482 Cr.P.C. is to quash FIR No.02 dated 25.06.2022 registered at Police Station Cyber Crime, UT Chandigarh under Sections 419, 420 and 120B IPC and all the consequential proceedings arising thereto.

2. It is contended that FIR was lodged on the complaint of respondent No.2 with the allegation that he had been duped to the tune of ₹2,40,000/- by the petitioners, inasmuch as a distress call was received by the complainant from a mobile to pay ₹2,40,000/- for meeting out the litigation expenses of his nephew in Canada, who had been involved in some dispute, but later on, complainant came to know that he had been duped of the amount by the petitioners.

3. It is contended by learned counsel that matter was compromised between petitioner No.1 and respondent No.2-complainant on

10.10.2022 and as demanded by the complainant, an amount of ₹2,50,000/- was paid to him by way of a demand draft dated 10.10.2022. This amount was paid as per the demand of the complainant and it was ₹10,000/- more than the amount for which he was allegedly cheated. Respondent No.2-complainant even furnished his affidavit regarding this compromise, facilitating the release of the petitioners on bail. However, later on, respondent No.2 backed out of the compromise and refused to take the phone calls of the petitioners for appearing in the Court to get the statement recorded.

4. Notice of the petition was issued. Respondent No.2 - complainant was duly served for 24.03.2023, but he did not turn up. Fresh notice was issued to him, but he refused to receive the same.

5. Counsel for the petitioners has drawn attention towards the affidavit of respondent No.2-complainant (Annexure P3) accepting the amount of ₹2,50,000/- and clearly stating that he did not owe anything further. It is on account of the said compromise that the petitioners were allowed bail as is evident from orders Annexures P5 to P7.

6. Learned counsel for the petitioners has referred to a decision of Hon'ble Supreme Court rendered in *Mohd. Shamim Vs. Smt. Nahid Begum*, 2005 (1) RCR (Criminal) 697, in which it had been held that in case compromise had been entered into between the parties and amount has been received by the complainant, the continuation of the proceedings will be nothing but misuse of process of law, even if the complainant later on backed out.

7. In the cited authority i.e. **Mohd. Shamim (Supra)**, it was held as under: -

*“14. This Court in **Ruchi Agarwal vs. Amit Kumar Agrawal & Ors.** 2004 (4) RCR (Criminal) 949 (SC); 2004 (8) Supreme 525, in almost a similar situation has quashed a criminal proceeding against the husband, stating:*

*"...Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.*

*8. In view of the above said subsequent events and the conduct of the appellant, it would be an abuse of the process of the court if the criminal proceedings from which this appeal arises is allowed to continue. . ."*

*15. In view of the conduct of the First Respondent in entering into the aforementioned settlement, the continuance of the criminal proceeding pending against the Appellants, in our opinion, in this case also, would be an abuse of the process of the court. The Appellant No.1, however, would be entitled to withdraw the sum of Rs.50,000/- which has been deposited in the court. We, therefore, in exercise of our jurisdiction under Article 142 of the Constitution of India direct that the impugned judgment be set aside. The First Information Report lodged against the Appellants is quashed. The Appeal is allowed. However, this order should not be treated as a precedent."*

8. This Court in **Ram Lal and others Vs. State of Haryana and another**, 2008 (2) RCR (Criminal) 823, has also held that when parties entered into compromise, but one of the parties backed out for no reasons, FIR deserved to be quashed despite backing out of the party. Similar view has been taken in **Deepak Arora Vs. State of Haryana and another**,

*2015(7) RCR (Criminal) 649 and Nishan Singh Vs. State of Punjab and another, 2018 (4) Law Herald 3393.*

9. In view of the aforesaid facts and circumstances and the legal position noticed above and also considering the fact that respondent No.2-complainant has not come forward to contest the petition or to refute the contention of the petitioners that he has already received the settlement money as per compromise, continuation of the proceedings in the FIR in question shall be gross misuse of process of law.

10. Consequently, this petition is allowed and FIR No.02 dated 25.06.2022 registered at Police Station Cyber Crime, UT Chandigarh under Sections 419, 420 and 120B IPC and all the consequential proceedings arising thereto, are hereby quashed.

**(DEEPAK GUPTA)**  
**JUDGE**

**21.07.2023**

*Vivek*

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|-------------------------------|--------|
| 1. Whether speaking/reasoned? | Yes/No |
| 2. Whether reportable?        | Yes/No |