

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

(I)	CRM-M-30134-2017 (O&M) Date of Decision:- 13.02.2023	
Purshotam Bansal	...	Petitioner
Versus		
State of Punjab and another	...	Respondents
(II)	CRM-M-30387-2017 (O&M)	
Ingram Micro India Pvt. Ltd.	...	Petitioner
Versus		
State of Punjab and another	...	Respondents
(III)	CRM-M-30404-2017 (O&M)	
Vikas Gupta and others	...	Petitioners
Versus		
State of Punjab and another	...	Respondents
(IV)	CRM-M-33645-2017 (O&M)	
Mohit Bansal	...	Petitioner
Versus		
State of Punjab and another	...	Respondents
(V)	CRM-M-26963-2016 (O&M)	
Amarjeet Singh and another	...	Petitioners
Versus		
State of Punjab and another	...	Respondents

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Shilesh Gupta, Advocate,
for the petitioner in CRM-M-30134-2017,
CRM-M-33645-2017.

Mr. Hemant Bassi, Advocate with
Ms. Aashima Narula, Advocate,
for the petitioner(s) in CRM-M-30387-2017,
CRM-M-30404-2017.

Mr. Kuldeep Singh Ahluwalia, Advocate,
for the petitioner in CRM-M-26963-2016.

Mr. Siddharth Attri, AAG, Punjab.

GURVINDER SINGH GILL, J.

1. This order shall dispose of the above mentioned five petitions wherein petitioners Purshotam Bansal, Ingram Micro India Pvt. Ltd., Vikas Gupta, Manoj Pandey, Sunil Joglekar, Mohit Bansal, Amarjeet Singh and Harbans Singh, as all the said petitions arise out of the same complaint i.e. Criminal Complaint No.72, dated 08.12.2014, titled as Bhupesh Tangri Vs. Mohit Bansal and others, under Sections 420, 465, 467, 468, 471, 120-B of IPC, Sections 13(2), 13(1)(d) of the Prevention of Corruption Act, 1985, lodged by complainant Bhupesh Tangri.
2. The following 4 petitions have been filed for quashing of the aforesaid complaint and also order dated 31.7.2015 (Annexure P-2) passed by learned Chief Judicial Magistrate, Bathinda, vide which 7 out of the 9 accused had been summoned and also order dated 21.4.2017 (Annexure P-3) passed by learned Additional Sessions

Judge, Bathinda, vide which the learned Additional Sessions Judge, dismissed the revision filed by the accused challenging their summoning order dated 31.7.2015:

1. CRM-M-30134-2017 titled as Purshotam Bansal Vs. State of Punjab and another;
 2. CRM-M-30387-2017 titled as Ingram Micro India Pvt. Ltd. Vs. of Punjab and another;
 3. CRM-M-30404-2017 titled as Vikas Gupta, Manoj Pandey, Sunil Joglekar Vs. State of Punjab and another;
 4. CRM-M-33645-2017 titled as Mohit Bansal Vs. State of Punjab and another.
3. The fifth petition i.e. CRM-M-26963-2016 has been filed by two accused namely Amarjit Singh and Harbans Singh, who had not initially been summoned by the learned Chief Judicial Magistrate, Bathinda, vide order dated 31.7.2015 (Annexure P-2), but upon a revision filed by the complainant, learned Additional Sessions Judge, Bathinda ordered for summoning the said two petitioners vide order dated 21.4.2017 (Annexure P-3). It is the said order dated 21.4.2017 passed by learned Additional Sessions Judge, Bathinda and also the complaint which is being challenged by the aforesaid two petitioners.
4. For the sake of convenience, the facts and annexures are being referred to from CRM-M-30134-2017 titled as Purshotam Bansal Vs. State of Punjab and another.

5. A few facts, necessary to notice, are that respondent No.2/complainant Bhupesh Tangri instituted a criminal complaint dated 08.12.2014 against the following accused:

1. Mohit Bansal
2. Parshotam Bansal
3. Vikas Gupta, Branch Manager, Ingram Micro India Ltd.
4. Ajay Kumar, Godown Incharge, Ingram Micro India Ltd.
5. Manoj Pandey, Regional Manager, Ingram Micro India Ltd.
6. Sunil Joglekar, General manager (Legal & Company Secretary), Ingram Micro India Ltd.,
7. Ingram Micro India Ltd.,
8. Amarjit Singh, Superintendent of Police
9. ASI Harbans Singh.

6. The complainant stated therein that he is a partner in the firm M/s Sattyam Computers, Bathinda, dealing in sales/purchase of computers and accessories. It is alleged that M/s Ingram Micro India Ltd. (Accused No.7), having Head Office in Mumbai and a Branch office in Ludhiana, had been dealing with complainant's firm for the purpose of purchasing laptops, desktops, computer accessories etc. for the last 5/6 years. Mohit Bansal (accused No.1) was posted as Area Sales Manager of the firm M/s Ingram Micro India Ltd. at Ludhiana, and used to deal with the firm of the complainant. The complainant and his brother Dinesh Verma who is his partner in M/s

Sattyam Computers had been placing orders for supply of computers and other computer accessories through Mohit Bansal and the goods used to be supplied from the godown of accused company from Ludhiana Branch. It is alleged that the complainant used to give blank cheques as a matter of practice and the amount of bills used to be filled in after about 15 days or a month, from issue of such bills. It is alleged that various cheques handed over to Mohit Bansal were being encashed through Ludhiana Branch of the accused company from the bank account No. 3468008700003465 of Punjab National Bank, Branch Kikar Bazar, Bathinda of the firm of the complainant. However, later when the complainant and his brother asked Mohit Bansal to furnish details of account of the material supplied to the firm of the complainant so as to enable the complainant to tally accounts, Mohit Bansal kept on postponing the matter on one pretext or the other. Later, Mohit Bansal sent a statement of account of the company for the period 1.4.2012 to 15.11.2012 through official e-mail ID of the company, to the firm of the complainant during the month of December 2012. However, Mohit Bansal did not sent the statement of accounts right from 1.4.2010 till date and on account of which complainant and his brother Dinesh Verma could not compare the record and tally the accounts.

7. It is further alleged that since Mohit Bansal had not been providing complete accounts w.e.f. 1.4.2010, therefore, the complainant approached Vikas Gupta (accused No.3) for sending the statements w.e.f. 1.4.2010. The complainant received a telephone call on

8.7.2013 from Vikas Gupta who asked the complainant to pay the dues of the company and when the complainant asked Vikas Gupta to send complete statements, then the same were sent to him on 8.7.2013 itself. Upon comparing the statement of accounts received from Vikas Gupta with the complainant's own bill files for the year 2012-13, a huge different was noticed. On the same date i.e. on 8.7.2013 at about 8.15 pm, the complainant sent back both the statement of accounts i.e. one furnished by accused Mohit Bansal and the other furnished by accused Vikas Gupta with a request to clarify as regards the difference in entries in both the account statements. It is alleged that on 9.7.2013, Mohit Bansal came to the premises of the firm of the complainant and the difference in the entries pertaining to purchase of goods particularly as regards the goods which had never been ordered by the complainant was pointed as payments in respect of the goods which had never been ordered by the complainant had also been withdrawn from his bank account. It was noticed that a fraud of Rs.27,40,854/- had been committed in the year 2012-13 itself which was admitted by Mohit Bansal and who agreed to pay the said amount and also agreed to pay any other amount, as may be found due in respect of the period 2010-11, 2011-12 and period w.e.f. 1.4.2013 onwards. Accused Mohit Bansal is stated to have furnished a written declaration notarized on 9.7.2013. It is further alleged that upon comparing the accounts pertaining to the year 2010-11, 2011-12 and for the period 1.4.2013 to 30.6.2013, a difference of Rs.33,10,436/-, Rs.34,82,140/- and Rs.7,17,030/- was noticed. The

complainant went to Ludhiana Branch of the accused company and demanded to be shown the receipts in respect of the goods allegedly delivered to the complainant and upon which he was shown a scanned settlement statement shown to have been signed by complainant on the computer screen only but the complainant found that the said signatures were forged. The complainant alleged that accused No.3 to 6 namely Vikas Gupta, Branch Manager, Ajay Kumar, Godown Incharge, Manoj Pandey, Regional Manager and Sunil Joglekar, General Manager of Ingram Micro India Ltd., had all connived with the remaining accused so as to defraud the complainant to the tune of about Rs.1 crore. Accused No.2- Parshotam Bansal, father of Mohit Bansal was also arrayed as an accused on the premises that Mohit Bansal had purchased a plot in his name, out of the money collected by illegal means.

8. The complainant alleged that although he had approached the police, but to no avail and that the inquiry had been marked by the Senior Superintendent of Police, Bathinda to accused No.8 i.e. Amarjit Singh, Superintendent of Police (D), Bathinda with whom accused No.9-ASI Harbans Singh was deputed as a Reader and that the said two police officials had connived with the remaining accused and favoured them and did not conduct any fair inquiry. It is alleged that accused No.8 and 9 rather forced the complainant to effect the compromise in the shape of a panchnama dated 14.9.2013, which was signed by the complainant under duress and coercion. It is further alleged that when the complainant went to the police station in the

evening on 14.9.2013 to get a copy of panchnama, he saw that accused Mohit Bansal and Parshotam Bansal were already present there and were handing over a bundle of currency notes of the denomination of Rs.500/- to accused No.9-ASI Harbans Singh.

9. The complainant has further stated therein that on 23.9.2013 and 30.9.2013, two Joint Memorandum of Understandings were executed with regard to plot situated in Industrial Growth Centre, Bathinda and Flat No.102 measuring 485 Sq. ft. on first floor in Hanuman Kunj on Sujampur Salasar Road, District Churu, which is signed by Mohit Bansal and Parshotam Bansal, wherein it is clearly stated that compromise dated 14.9.2013 was effected in the office of Superintendent of Police, Bathinda. The complainant has further stated therein that accused No.2-Parshotam Bansal transferred the ownership of plot measuring 500 Sq. Yards situated in Industrial Growth Centre, Bathinda valued at Rs.10,00,000/- only and that Kapil Dev (brother-in-law) of Mohit Bansal has transferred flat in District Churu, Rajasthan, which is valued at Rs.3.18 lakhs. It is also stated therein that the accused No.1 had paid Rs.15,92,000/- to the complainant's firm in cash, in installments. The complainant thus alleged that the accused have defrauded him of an amount of Rs.1 crore and had thus had committed offence under Sections 420, 465, 467, 468, 471, 120-B of IPC, Sections 13(2), 13(1)(d) of the Prevention of Corruption Act, 1985.
10. The complainant led preliminary evidence in support of his complaint and the learned Chief Judicial Magistrate, Bathinda vide

order dated 31.7.2015 ordered for summoning of the 7 accused i.e. accused No.1 to 7 namely Mohit Bansal, Parshotam Bansal, Vikas Gupta, Ajay Kumar, Manoj Pandey, Sunil Joglekar and Ingram Micro India Ltd. for offences under Sections 420, 465, 467, 468, 471, 120-B of IPC. However, the said accused were not summoned for offence under Sections 13(2), 13(1)(d) of the Prevention of Corruption Act, 1985. Accused Nos.8 and 9 i.e. Amarjit Singh and ASI Harbans Singh were not summoned for any offence.

11. The petitioners namely Mohit Bansal, Parshotam Bansal, Ingram Micro India Pvt. Ltd., Vikas Gupta, Manoj Pandey, Sunil Joglekar, challenged their summoning by way of filing a revision petition in the Court of Sessions but the same was dismissed by learned Additional Sessions Judge, Bathinda vide order dated 21.4.2017. It is the said order dated 21.4.2017 which has been assailed in four petitions i.e. CRM-M Nos.30134, 30387, 30404, 33645, of 2017.
12. The complainant had also preferred a revision petition before Sessions Court since the two police officials namely Amarjeet Singh and Harbans Singh had not been summoned by the trial Court. The said revision petition was accepted by the learned Additional Sessions Judge, Bathinda vide order dated 6.2.2016 and Amarjeet Singh and Harbans Singh were ordered to be summoned. It is the said order dated 6.2.2016 which has been challenged by accused Amarjeet Singh and Harbans Singh in CRM-M-26963-2016.
13. Learned counsel for the petitioners have submitted that it is a case arising out of business transactions amongst the parties wherein on

account of some difference in accounts which were not tallying and some amount was found to be due to be paid by the accused company i.e. M/s Ingram Micro India Ltd. to the complainant, a compromise was effected between the parties which has also been duly implemented and executed. Learned counsel for the petitioners have drawn the attention of this Court to compromise dated 14.9.2013 (Annexure P-5). The said compromise is signed by 13 persons including Bhupesh Tangri. As per the said compromise, the accused were to transfer a flat situated in Salasar and a plot measuring 500 Sq. Yards situated in Growth Centre apart from giving a cheque of Rs.92,000/-. It was further agreed that another amount of Rs.15 lakhs would also be paid by Mohit Bansal to the complainant in installments @ Rs.1,25,000/- per month and that the parties will not take any action against each other.

14. Learned counsel has next referred to Memorandum of Understanding dated 23.9.2013 (Annexure P-6), executed between the complainant Bhupesh Tangri and accused Mohit Bansal pertaining to undertaking given by Mohit Bansal that he will transfer a plot measuring 500 Sq. Yards situated in Industrial Growth Centre, Bathinda in favour of the firm of complainant i.e. M/s Sattyam Computers.
15. Learned counsel has next referred to another Memo of Understanding dated 30.9.2013 (Annexure P-7), executed between complainant Bhupesh Tangri and Mohit Bansal wherein it has been agreed that Mohit Bansal will transfer a flat situated in Salasar, District Churu,

Rajasthan, in favour of the firm of the complainant i.e. M/s Sattyam Computers.

16. Learned counsel has submitted that in accordance with the panchayatnama (Annexure P-5), twelve instalments of an amount of Rs.1,25,000/- each were paid to Bhupesh Tangri on 7.11.2013, 7.12.2013, 7.1.2014, 7.2.2014, 7.3.2014, 7.4.2014, 7.5.2014, 7.6.2014, 7.7.2014, 7.8.2014, 7.9.2014 and 7.10.2014 (totalling Rs.15 lacs) and the receipts issued by complainant's firm i.e. Sattyam Computer in respect of the said payments are annexed as Annexure P-8.
17. Learned counsel has submitted that pursuant to the panchayatnama (Annexure P-5), the accused have complied with all that was settled amongst the parties and have made the entire payment of Rs.15 lakhs and another payment of Rs.92,000/- as is also admitted by the complainant in the complaint and have also transferred two plots which is also admitted by the complainant and as such, once the entire matter pertaining to settlement of accounts had been amicably resolved by way of compromise, there was no occasion for lodging any complaint against the accused.
18. Learned counsel representing petitioners Amarjeet Singh and Harbans Singh has stated that false allegations have been levelled against them and that in case they had suggested negotiation amongst the parties pertaining to compromise, the same had been done as a part of their duty and that there is nothing on record to suggest that they had forced the complainant to effect a compromise.

19. On the other hand, learned State counsel has submitted that since Mohit Bansal in his declaration dated 9.7.2013 (Annexure P-2 in CRM-M Nos.30387 & 30404 of 2017), had admitted the fraud in question and had specifically stated that he had taken computer goods from the companies warehouse at Ludhiana, worth Rs.27,40,854/- during the year 2012-13, without the knowledge of M/s Sattyam Computers and had sold the same in the open market and had undertaken to pay the said amount with interest to the complainant and had also admitted that in case any more amount is found due upon tallying of statement of the year 2010-11, 2011-12 and from 1.4.2013 onwards, he shall be liable to pay the same, therefore, the payment, if any, made by virtue of the alleged compromise (Annexure P-5) and the transfer of two plots cannot be said to be compensation for the loss of Rs.1 crore which the complainant had suffered. It has been submitted that the agreement dated 9.7.2013, wherein an amount of Rs.27 lakhs was quantified was only in respect of the year 2012-13 and not for the remaining period w.e.f. 2010 onwards.
20. This Court has considered the rival submissions.
21. The claimant asserts that the accused had defrauded him systematically during the years 2010-11, 2011-12, 2012-13 and 2013 onwards to the tune of Rs.1 crore and that Mohit Bansal, the prime accused had also admitted the same. The claimant further asserts that the compromise (Annexure P-5) and the Memorandum of Understanding (Annexures P-6 and P-7) pertaining to transfer of 2

plots were executed under duress and coercion and do not compensate the loss of Rs.1 crore as suffered by the complainant. Upon persual of the said Annexures i.e. Annexures P-5, P-6 and P-7, this Court finds that there is nothing to suggest that compromise was only in respect of accounts mismatching for the year 2012-13. Though, a perusal of the declaration made by Mohit Bansal, Annexures P-5, P-6 and P-7 does suggest that an amount of Rs.27 lakhs approximately was in respect of difference in the accounts for the year 2012-13, but the compromise Annexure P-5 and Memorandum of Understandings came into existence subsequently wherein there is no reference to the said compromise being only for the period 2012-13.

22. Further, pursuant to the panchayatnama dated 14.9.2013, the accused had regularly been paying installments of Rs.1,25,000/- per month right upto October 2014 i.e. for almost one year. Even the two plots have admittedly been transferred in the name of the complainant. Though, the complainant alleges that it was under duress and coercion that he was made to compromise, but apart from his assertion there is nothing else to establish the said allegations particularly when the complaint itself came to be filed after about one year of the said Memorandum of Understandings and that too after the complainant had fully received the amounts and the properties, as mentioned in panchnama dated 14.9.2013 and in the Memorandum of Understanding. Had the compromise been effected forcibly, he

would have raked up the issue immediately and would not have waited for a good one year after compromise.

23. Consequently, this court finds that the dispute was mainly in respect of settlement of accounts, which had been amicably resolved amongst parties and the accused had duly honoured all the terms and conditions of compromise. There is nothing to suggest that complainant was forced into compromise. Further, since it was agreed amongst parties that they will not initiate proceedings against each other, it is in the spirit of compromise that the complaint and summoning order be set aside.
24. Consequently, the instant petitions merit acceptance and are hereby accepted and the impugned orders dated 21.4.2017 and 06.02.2016 passed by learned Additional Sessions Judge, Bathinda as well as order dated 31.7.2015 (Annexure P-2) passed by learned Chief Judicial Magistrate, Bathinda, are hereby set aside and the complaint No.72 dated 8.12.2014 titled as Bhupesh Tangri Vs. Mohit Bansal and others, is dismissed.
25. A photocopy of this order be placed on the file of each connected case.

13.02.2023
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(GURVINDER SINGH GILL)
JUDGE

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No