IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Neutral Citation No. 2023:PHHC:073540
CRM-M-32663-2017
Date of Decision: May 19, 2023

Shaila Hashmi ...Petitioner

Versus

State (Govt. of Punjab) and another ...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Gautam Dutt, Advocate for the petitioner.

Mr. Parneet Singh Pandher, AAG, Punjab.

DEEPAK GUPTA, J.

Prayer in this petition filed under Section 482 Cr.P.C. is to quash criminal complaint COMI/178/2014, titled as *"Gurdeep Singh v. Shaila Hashmi"* (Annexure P-1) under Sections 420, 465, 467, 468 and 471 IPC pending in the Court of learned Judicial Magistrate 1st Class, Bathinda and the subsequent proceedings emanating therefrom including the summoning order dated 07.06.2017 (Annexure P-2).

2. As per the complaint filed by respondent No.2 Gurdeep Singh, he had purchased a second hand car bearing registration No.DL-7CE-6458 in March, 2010 from accused Shaila Hashmi (petitioner) on the assurance that she was having valid documents regarding the car including registration certificate & insurance from United India Insurance Company Ltd. On payment of sale consideration, possession of the car was delivered to the complainant along with original documents i.e. registration certificate and insurance cover showing the car to be insured w.e.f. 04.11.2009 to 03.11.2010. Respondent No.2 applied for transfer of registration of car in his name for which verification was sought from the concerned D.T.O. office at New Delhi. During the pendency of this process, aforesaid car met with an accident,

in which one Anika was injured. Regarding this accident, FIR No.395 dated 30.06.2010 was registered at Police Station Kotwali, Bathinda, under Sections 279, 337, 338 IPC against driver Raja Singh. The car was taken into police possession and later on released to the Respondent No.2 on superdari. Smt. Anika, who was injured in the accident filed a claim petition under Section 166 of the Motor Vehicles Act before the Motor Accident Claims Tribunal, Bathinda, impleading driver Raja Singh, respondent No.2 Gurdeep Singh as owner and the United India Insurance Company as insurer-respondent in the petition. The Tribunal awarded compensation of ₹4,47,078/- along with interest in favour of the complainant, but held the driver and owner to be responsible for paying compensation amount. It was observed by the Tribunal that said driver and owner (including respondent No.2 herein) failed to bring on record the insurance policy vide which the vehicle in question was allegedly insured and so, the Insurance Company was exempted from making any payment of compensation.

3. Thereafter, complaint was filed by respondent No.2 alleging that the insurance cover given by the petitioner at the time of selling the car was a forged and fabricated document. Complainant-respondent No.2 also visited New Delhi office of United India Insurance Company and enquired about the genuineness of the insurance cover note in respect of the car in question, which was shown to be valid from 04.11.2009 to 03.11.2010, but it was revealed to him that there was no such insurance note having been issued by it and the cover note shown to the company is forged and fabricated document. After taking preliminary evidence,

learned Trial Magistrate issued summons against the petitioner to face trial under Sections 420, 465, 467, 468 and 471 of IPC.

4. Challenging the aforesaid order, it is contended by learned counsel that car in question was duly insured for the period from 19.11.2009 to 18.11.2010, regarding which copy of the policy is Annexure P-4. Respondent No.2 had applied for NOC for transfer of the car in Transport Department, Mayur Vihar, Phase-1, Delhi, but failed to get the same effected on his name till 29.07.2010. Copy of NOC issued by the Transport Department is Annexure P-7. It is submitted that in the claim petition filed before the Tribunal by Smt. Anika, respondent No.2 did not produce the original insurance policy and simply placed on record the proposal form for insurance, copy of which is Annexure P-9. It is contended that respondent No.2 did not intentionally produce the insurance policy to falsely implicate the petitioner, so as to involve her in this false case.

5. Learned counsel for the petitioner has also drawn attention towards the statement of Davinder Parbhakar, Assistant Manager, United India Insurance Company, Divisional Office, Bathinda, who was produced as CW4 during the claim proceedings before MACT and who admitted that only proposal form had been shown to him and not the insurance policy.

6. Despite notice to respondent No.2-complainant, there is no representation on his behalf. Respondent No.1 in its reply submitted that accused Raja Singh of FIR No.395 dated 30.06.2010 under Sections 279, 337, 338 IPC, registered at Police Station Kotwali, Bathinda, had

absconded and was declared proclaimed offender by the Trial Court and as far as this complaint is concerned, police is not a party and unable to file reply.

7. Having considered submissions of learned counsel for the petitioner, this Court finds that this petition deserves to be dismissed.

8. In case, the petitioner had handed over the valid insurance cover note in respect of the car in question to respondent N: 2, it defies logic as to why respondent No.2- complainant, who was a party in the claim petition before the MACT, will not produce the same before MACT, at the risk of being burdened with payment of compensation. Letter (Ex.R-1) pertaining to the vehicle, which was produced before the MACT reveals that the same was not insurance policy with respondent No.3 in the claim petition, i.e. United India Insurance Company, whereas Ex.R-3 produced therein reflected that it was merely a proposal for a private car and not the insurance policy. The statement of CW4 Davinder Parbhakar (Annexure P-10) as examined before the MACT, no doubt reveals that he was shown the copy of proposal form, but he also stated that as per their record, no insurance policy had been issued in the name of Shaila Hashmi i.e. petitioner till date, regarding which the letter was Ex.CW4/A.

9. Contention of the petitioner that Annexure P-4 is the insurance policy revealing the car to be insured for the period 19.11.2009 to 18.11.2010, cannot be believed at this stage as a gospel truth, unless its genuineness is examined. Petitioner has been summoned by the Trial Court to face trial. Petitioner will be at liberty to produce necessary

evidence to prove the genuineness of Annexure P-4. To hold it to be a genuine document and to hold that car in question was duly insured at the relevant time will amount to nullify the Award dated 21.05.2014 passed by learned MACT, Bathinda (Annexure P-8), which is not under challenge before this Court.

10. As such, this Court does not find any ground to quash the complaint in question along with summoning order 07.06.2017 (Annexure P-2), by mere assertion of the petitioner that the car in question was duly insured at the relevant time.

Dismissed.

May 19, 2023 (DEEPAK GUPTA)
sarita JUDGE

Whether reasoned/speaking: Yes/No
Whether reportable: Yes/No