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

**CRM-M-36355 of 2013
Date of Decision:- 01.06.2023**

Narinderpal Singh Aulakh and others

....Petitioners

Vs.

Daljit Singh and another

....Respondents

CORAM: HON'BLE MR. JUSTICE KARAMJIT SINGH

Argued by:- Mr. K.S. Nalwa, Advocate with
Mr. Yajur Sharma, Advocate and
Mr. Hakikath Grewal, Advocate
for the petitioners.

Mr. CL Pawar, Addl. AG, Punjab.

Mr. Harminder Singh, Advocate,
for respondent No.1.

KARAMJIT SINGH, J.

The petitioners have invoked the inherent powers of this Court under Section 482 Cr.P.C seeking quashing of criminal complaint No.435 dated 6.9.2012 titled Dr.Daljeet Singh Vs. Narinderpal Singh Aulakh and others under Sections 420, 379, 380, 506, 120B IPC (Annexure P-9), pending in the Court of learned Judicial Magistrate 1st Class, Amritsar and summoning order (Annexure P-13) dated 15.04.2013 whereby the petitioners have been summoned as an accused by the aforesaid Court under Sections 420,

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506 read with Section 120B IPC and all the consequent proceedings arising therefrom.

The brief facts has alleged in the complaint Annexure P-9 are as follows:-

a) That petitioner No.2 Roop Aulakh, petitioner No.3 Harpreet Bhullar and petitioner No.5 Harcharan Kaur entered into an agreement to sell their land measuring 106 kanals 19 marlas situated in village Kala Ghanupur @ Rs.8 lakhs per acre with respondent No.1 Dr. Daljit Singh on 2.7.1994 and thereafter the accused persons hatched a conspiracy and did not perform their part of the agreement even after receiving the entire sale consideration and respondent No.1 was always ready and willing to perform his part of the contract. Then respondent No.1, his wife and daughter filed suit for specific performance and during pendency of the same the matter was compromised and compromise deed Annexure P-1 was executed between the parties. That as per said compromise petitioner No.1 to 3 and 5 admitted the claim of respondent No.1 regarding land measuring 62 kanals 6 marlas and having no objection if the suit was decreed qua land measuring 44 kanals 13 marlas out of aforementioned land measuring 62 kanals 6 marlas out of total land measuring 106 kanals 19 marlas and petitioners No.2, 3 and 5 agreed to execute the sale deed regarding aforesaid 44 kanals 13 marlas of land within six months from the date of decree and they also admitted

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receipt of full and final sale consideration of Rs.44,65,000/- in respect thereof. The suit for specific performance was decreed by the trial Court vide judgment dated 13.10.2007 on the basis of aforesaid compromise deed. Even thereafter petitioners No.2, 3 and 5 and petitioner No.1 who signed the compromise deed Annexure P-1 as a witness, failed to adhere to the terms and conditions of compromise deed Annexure P-1 and had not executed the sale deed with regard to aforesaid land measuring 44 kanals 13 marlas as they were having dishonest intention to deceive respondent No.1 and they lured respondent No.1 to make the payment of entire sale consideration at the very beginning. That respondent No.1 approached the petitioners time and again to do the needful in compliance of compromise decree dated 13.10.2007, Annexure P-5. That respondent No.1 is owner in possession of the property in question since 2.7.1994 and he had stored certain construction material therein but all the accused committed theft of said construction material by entering into conspiracy with petitioner No.4 Shinder Singh. That in order to cause wrongful loss to respondent No.1, the accused persons sold 10 marlas out of the property in question to some other person who started raising construction in the site in dispute. That the accused persons also started extending threats to respondent No.1 pressurizing him to relinquish his claim over the property in question or otherwise to face dire consequences.

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b) Respondent No.1 appeared in the witness box as CW1 and tendered various documents in his preliminary evidence and on the basis of the same the learned trial Court passed summoning order Annexure P-13.

c) The petitioners being aggrieved of complaint Annexure P-9 and summoning order Annexure P-13 have filed the present petition.

The counsel for the petitioners has contended that the main allegations against the petitioners are that they committed breach of terms and conditions of compromise deed, Annexure P-1, dated 17.09.2007, which is bearing signatures of petitioners No.1 to 3 and petitioner No.5. The counsel for the petitioners apprised the Court that petitioner No.5 has already died. The counsel has further contended that pith and substance of the allegations made in the impugned complaint are that proposed vendors and petitioner No.1 have committed breach of promise/contract. The counsel for the petitioners has further submitted that in case there is any alleged breach of contract, respondent No.1 could seek civil remedy with regard to the same by filing a civil suit. The counsel for the petitioners further submits that the dispute between the parties is of civil in nature, to which the respondent No.1 is trying to give criminal texture. The counsel for the petitioners has further contended that in the similar circumstances the Hon'ble Supreme Court quashed criminal proceedings in *Criminal Appeal having*

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SLP Criminal-5866-2022 decided on 30.1.2023 Usha Chakraborty and Anr. Vs. State of West Bengal and Anr., with observation that the attempt was made by the complainant therein to give a cloak of criminal offence to a civil dispute.

The counsel for the petitioners has further contended that admittedly respondent No.1 and other members of his family filed suit for possession by way of specific performance of agreement to sell dated 2.7.1994 and during the pendency of the said civil suit, compromise (Annexure P-1) was effected between the parties, which was supported by site plan (Annexure P-2) and the Court of Civil Judge, Amritsar passed decree on the basis of said compromise vide judgment and decree dated 13.10.2007 (Annexure P-5). The counsel for the petitioners has further contended that as per compromise deed (Annexure P-1), there were reciprocal obligations on both the parties and one of the said obligation which was cast on the complainant party was to remove construction from area measuring 17 kanals 14 marlas within a period of 1 month and to handover its possession to the original owners. That however the respondent No.1 failed to do so within a stipulated period and thus failed to adhere to the terms and conditions of compromise (Annexure P-1) and rather respondent No.1 filed an application (Annexure P-6) for execution of decree, wherein the objections (Annexure P-7) were raised by the petitioners and during the pendency of the said execution application, the

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impugned complaint was filed by respondent No.1 without disclosing the fact regarding pendency of the said execution proceedings. The counsel for the petitioners has further contended that non-disclosure and suppressing of aforesaid relevant and material facts with view to procure impugned summoning order (Annexure P-13), amounts to fraud on the Court by respondent No.1 and this being so, the entire criminal proceedings initiated on the basis of complaint, Annexure P-9, deserves to be quashed. In support of his contentions, the counsel for the petitioner has placed reliance upon the decision of Hon'ble Supreme Court in ***MCD vs. State of Delhi and Anr. (2005)4 SCC 605.***

The counsel for the petitioners has further contended that respondent No.1 has failed to make out *prima facie* case under Sections 420, 506 and 120-B IPC. The counsel for the petitioners further submits that in the instant case, respondent No.1 is unable to show that the petitioners were having fraudulent or dishonest intention, from the very beginning at the time of making promise, to induce or deceive the complainant party. The counsel for the petitioners has further submitted that as has been argued earlier the dispute between the parties is a civil dispute and as such, criminal prosecution for the alleged offence under Section 420 IPC is abuse of process of law as has been held by the Hon'ble Apex Court in ***B. Suresh Yadav vs. Sharifa Bee and Anr. (2007)13 SCC 107.*** The

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counsel for the petitioners has further contended that so far as offence under Sections 379/380 IPC is concerned, no summoning order was passed by the learned trial Court with regard to the alleged offence of theft. The counsel for the petitioners has further contended that with regard to offence under Section 506 IPC, there are no specific allegations in the complaint as to when and by whom the alleged threat was given. That mere allegation that the accused party abused/threatened respondent No.1 does not satisfy the ingredients of offence under Section 506 IPC. In this regard the counsel for the petitioners has referred to the decision of the Hon'ble Supreme Court in ***Vikram Johar vs. State of Uttar Pradesh and Ors., (2019)14 SCC 207***. The counsel for the petitioner further submits that as no substantive offence has been committed by the petitioners, their prosecution under Section 120-B IPC is not sustainable.

The counsel for the petitioners while challenging the summoning order (Annexure P-13) submits that the same was passed by the learned trial Court in a mechanical manner without application of mind. That the petitioners No.1, 2, 3 and 5 were residents of Chandigarh, but the learned trial Court of Judicial Magistrate Ist Class, Amritsar passed order Annexure P-13 without following the proper procedure as prescribed in Section 202 Cr.P.C. which mandate the Magistrate, to postpone the issuance of process so as to inquire into the case himself or direct an investigation by Police Officer, in a

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case where the accused is residing at a place beyond the area of its jurisdiction. The counsel for the petitioners while placing reliance on ratio laid down by Hon'ble Supreme Court in ***Criminal Appeal No.1446-2021 decided on 3.12.2021, Sunil Todi and Ors. Vs. State of Gujarat and Anr.***, has further submitted that the provision of Section 202 Cr.P.C. is mandatory and on this sole ground the summoning order deserves to be set aside.

The counsel for the petitioners while referring to the law laid down by the Hon'ble Supreme Court in ***Pepsi Food Ltd. and Anr. Vs. Special Judicial Magistrate and Ors. (1998)5 SCC 749***, has contended that the Magistrate has to carefully appraise the evidence brought on record and should apply his mind to the facts of the case before passing the summoning order, which is a serious matter. The counsel for the petitioners while referring to the guidelines laid down by the Hon'ble Supreme Court in ***State of Haryana vs. Bhajan Lal, 1992 SCC (Criminal) 426***, has contended that the continuance of the criminal proceedings against the petitioners on the basis of complaint (Annexure P-9) would amount to abuse of process of law as well that of Court.

On the contrary, the counsel for respondent No.1 while supporting complaint (Annexure P-9) and summoning order (Annexure P-13) has submitted that there is no illegality or infirmity in Annexure P-9 and Annexure P-13 as well. The counsel for

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respondent No.1 has submitted that initially petitioners No.2, 3 and 5 entered into an agreement to sell their land measuring 106 kanals 19 marlas for valuable consideration of Rs.1,06,95,000/- with respondent No.1 on 2.7.1994 and out of said land proposed vendors transferred land measuring 17 kanals 14 marlas in name of respondent No.1 in the very beginning and the proposed vendors received the entire sale consideration worth Rs.1,06,95,000/-. It is further contended that the proposed vendors failed to execute the sale deed with regard to remaining area of land and then respondent No.1, his wife and daughter filed suit for specific performance of agreement to sell dated 2.7.1994 and during the pendency of the civil suit, compromise was effected between the parties and the compromise deed is dated 17.9.2007 (Annexure P-1) and thereafter the parties got recorded their statements in the Court concerned and resultantly, compromise decree (Annexure P-5) was passed by the Civil Court on 13.10.2007. The counsel for respondent No.1 has further contended that after the passing of the said decree the petitioners No.1 to 3 and 5 failed to execute the sale deed in favour of respondent No.1/his nominee as per compromise deed (Annexure P-1). On this respondent No.1 filed execution application (Annexure P-6) and even the same was resisted by the aforesaid petitioners, who filed objection petition (Annexure P-7) and reply to the same filed by respondent No.1 is (Annexure P-8). The counsel for respondent No.1

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has further contended that sum and substance of the aforesaid circumstances clearly shows that the petitioners entered into compromise (Annexure P-1) with *mala fide* intention, in order to cheat respondent No.1 and it is not only simple breach of compromise, dishonest intention of petitioners, from very beginning is apparent from documents and the trial Court rightly summoned the petitioners under Section 420 IPC.

The counsel for respondent No.1 has further contended that there is also enough evidence in order to make out *prima facie* case against the petitioners under Section 506 IPC. That the complainant while appearing in the witness box as CW-1 specifically deposed that the petitioners extended threats to him and further threatened to cause harm to his property and person.

The counsel respondent No.1 has further contended that the petitioners before entering into agreement to sell dated 2.7.1994 and compromise (Annexure P-1) hatched conspiracy to deceive the respondent No.1 by causing wrongful loss to him and thus are rightly summoned under Section 120-B IPC.

The counsel for respondent No.1 has further submitted that the summoning order passed by the Magistrate is an order of intermediary nature, against which aggrieved party has remedy of revision under Section 397 Cr.P.C. but in the instant case no such remedy has been availed by the petitioners. The counsel for

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respondent No.1 has further contended that the Hon'ble Apex Court in ***Vijay Dhanuka Etc. vs. Najima Mamtaj Etc., 2015(1) SCC(Criminal) 479***, has held that word 'shall' inserted in Section 202 Cr.P.C. w.e.f. 23.06.2006 is ordinarily mandatory but sometimes taking into account the context or the intention, it can be held to be directory in nature. The counsel for respondent No.1 has further contended that in the instant case, learned Magistrate examined the complainant on oath and only thereafter the summoning order was passed, so it amounts to inquiry as per provision of Section 202 Cr.P.C.

The counsel appearing on behalf of respondent No.1 has further contended that there was no concealment of material facts from the Court by respondent No.1 at the time of filing of complaint (Annexure P-9). The counsel for respondent No.1 has further contended that at the stage of summoning the accused, the only duty of learned Magistrate is to find out whether *prima facie* case has been made out for summoning the accused persons and at that stage the Court is not required to consider the defence version nor is required to evaluate the merits of the material or evidence placed on record. In this regard, counsel for respondent No.1 brought to notice the law laid down by Hon'ble Supreme Court in ***Sonu Gupta vs. Deepak Gupta and Ors., 2015(2) RCR (Criminal) 32***. The counsel for respondent No.1 also placed reliance on ***Shyamal Kanti Goswami***

and Anr. Vs. Ashim Mukherji, 2014(1) RCR(Criminal)92, wherein Kolkata High Court held that at the stage of Section 202 Cr.P.C., the Magistrate is not required to come to a conclusion whether the prosecution may end in conviction nor he is required to hear the version of the accused persons and Section 202 Cr.P.C. is in fact an enabling provision so as to empower the Magistrate to hold an effective inquiry into the truthfulness of the allegations made in the complaint for the purpose of arriving at the requisite satisfaction as to whether there is sufficient ground to proceed against the accused persons.

I have considered the submissions made by the counsel for the parties.

The agreement to sell which was executed by petitioner No.2 Roop Aulakh, petitioner No.3 Harpreet Bhullar and petitioner No.5 Harcharan Kaur in favour of respondent No.1 is dated 2.7.1994 whereas the complaint in question was filed on 6.9.2012. So there was undue delay in filing of the complaint with regard to alleged *mala fide* intention, if any, was there on the part of the petitioners, at the time of execution of said agreement to sell. Admittedly, civil remedy was availed by respondent No.1 as he filed suit for specific performance of agreement to sell on 25.06.1998. During the pendency of the said civil suit compromise was effected between the parties on 17.9.2007 and compromise deed, Annexure P-1, was

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executed and on the basis of said compromise deed, the suit for specific performance of agreement to sell was decreed on 13.10.2007 and the concerned compromise decree is Annexure P-5 which was passed by the Civil Court. Even thereafter, respondent No.1 resorted to civil remedy and filed application (Annexure P-6) for execution of compromise decree, Annexure P-5, on 16.04.2010 against which the opposite party raised objections and filed objection petition, Annexure P-7. The criminal complaint, Annexure P-9 was filed by respondent No.1 after availing all the aforesaid civil remedies.

For sustaining charges under Section 420 IPC, existence of fraudulent or dishonest intention right at the beginning of transaction with mens rea must be established. Mere breach of contract cannot give rise to criminal prosecution for cheating as has been held by the Hon'ble Supreme Court in ***Hridaya Ranjan Prasad Verma Vs. State of Bihar (2000) 4 SCC 168.***

So far as *mala fide* intention of the petitioners from the very beginning i.e. 2.7.1994 is concerned, no such plea was taken by respondent No.1 at the earliest and the allegations of such mala fide intention raised for the first time by filing criminal complaint, Annexure P-9, dated 6.9.2012 which appears to be an afterthought, are unjustifiable. Even otherwise from the perusal of compromise deed, Annexure P-1, it appears that out of total land measuring 106 kanals 19 marlas covered under agreement to sell, the

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petitioners had already transferred/sold land measuring 17 kanals 14 marlas to respondent No.1/his nominee. In the given circumstances respondent No.1 has prima facie failed to establish that the petitioners were having dishonest/fraudulent intention since the very beginning when they entered into an agreement to sell the property in question with respondent No.1 i.e. on 2.7.1994.

The respondent No.1 has also failed to establish that even at the time of entering into compromise, Annexure P-1, the petitioners hatched conspiracy, in order to deceive respondent No.1. As per compromise deed, Annexure P-1, there were reciprocal obligations on both the parties and various salient features of settlement are as under:-

a) *“That the defendants have agreed to admit the claim of the plaintiffs regarding land measuring 62 Kanals 6 marlas, comprising of Khasra Nos.35R/15(2-0), 16(7-16), 24 min North (7-19), 25/1(2-6), 25/2(5-14), 36R/21(8-0), 20(5-11), 22(5-11), 37R/2 min North (5-19), 37R/1 min North (3 Kanals 16 marlas 6 sarsais), 38R/5 min North (3 Kanals 16 marlas 6 Sarsais) and 38R/5 min North (3 Kanals 16 marlas 6 Sarsais), situated at village Kala Ghanupur, Sub-Urban Tehsil and District Amritsar, of which the defendants are the absolute owners and to the decreeing of the suit of the plaintiffs qua said 44 kanals, 13 marlas of land out of 62 kanals 6 marlas of land out of the*

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total land measuring 106 kanals 19 marlas and the defendants have further agreed to execute and get registered the requisite sale deed regarding the above mentioned land measuring 44 kanals 13 marals within six months from the decision of the present suit, the sale consideration in respect whereof having been already received by the defendants.

b) That as per the compromise arrived at between the parties, the plaintiffs have relinquished and give up their claim, if any, whatsoever, regarding the balance suit land measuring 44 kanals 13 marlas bearing khasra Nos.37R/9(7-8), 10(8-0), 38R/6(8-0), 7(8-0), 37R/2 Min South (0-15), 37R/1 Min South (4 kanals 3 marlas 3 Sarsais), 38R/5 Min South (4 Kanals 3 Marlas 3 Sarsais) 38R/4 Min South (4 Kanals 3 Marlas 3 Sarsais).

c) That as per the compromise, the plaintiffs and/or their nominees/ vendees shall become the owners in possession of aforesaid land measuring 62 Kanals 6 Marlas which has been shown in blue and yellow colour in the plan Annexure "A" attached with this compromise and forming part thereof and the defendants shall remain owners in possession of land measuring 44 Kanals 13 Marlas above stated, which has been shown in pink colour in the plan Annexure "A" attached with this compromise. The plaintiffs and/or their nominees/vendees

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shall have no title, right or claim whatsoever in the aforementioned land measuring 44 kanals 13 marlas.

d) That the plaintiffs have undertaken and agreed to settle/adjust their nominees/vendees who have got pieces of land out of the already transferred land measuring 17 kanals 14 marlas bearing Khasra Nos.37R/10 Min (4-0), 38R/6/2(3-0), 36R/21(4-0), 37R/2(6-14) which fall in the pink portion which is to remain exclusively with the defendants as per the compromise above, and have further undertaken and agreed with the defendants to settle such nominees/ vendees on the portion shown in yellow colour or on the portion shown in blue colour in Annexure "A" attached with the compromise, as per the plaintiffs own choice, as the transfer in their favour is out of the joint khata and as such, the same are the transfers of shares only according to law. It is thus agreed that the plaintiffs and/or their nominees/vendees shall have no right/claim whatsoever on the portion shown in pink colour in Annexure "A" of this compromise.

e. That the plaintiffs have undertaken to remove the constructions raised by them over the portion of the land measuring 44 kanals 13 marlas bearing khasra Nos. 37R/9(7-8), 10(8-0), 38R/6(8-0), 7(8-0), 37R/2 Min South (0-15), 37R/1 Min South (4 kanals 3 marlas 3 Sarsais), 38R/5 Min South (4

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Kanals 3 Marlas 3 Sarsais) 38R/4 Min South (4 Kanals 3 Marlas 3 Sarsais) shown in pink colour in Annexure "A" within one month of the decision of the present suit, at their cost and responsibility.

f. That as per terms of the compromise/settlement, the plaintiffs have undertaken to settle and adjust their nominees/vendees Swinder Kaur etc. qua the land measuring 17 Kanals 14 Marlas above stated, over the portion of the land shown in yellow or the blue portion having fallen to the share of the plaintiffs forming part of the land measuring 62 kanals 6 marlas above referred as deemed fit by the plaintiffs. The plaintiffs have further undertaken and agreed that in case any claim/dispute of whatsoever nature is raised by their nominees/vendees, then in that event, it shall be sole responsibility of the plaintiffs to defend/oppose and settle the same at their own costs and responsibility."

It is clear that as per compromise Annexure P-1, respondent No.1 was also to perform reciprocal promises but as per petitioners, respondent No.1 failed to do so. In case respondent No.1 has performed his reciprocal obligations, he could execute the compromise decree, Annexure P-5 with the intervention of the Civil Court.

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Further, complaint Annexure P-9 was filed belatedly after about five years of passing of compromise decree, Annexure P-5. Thus again making it apparent that respondent No.1 tried to give a flavor of a criminal offence to the dispute which was of a civil nature.

There can be no doubt that a mere breach of contract is not in itself a criminal offence and gives rise to the civil liability of damages. However, the distinction between mere breach of contract and cheating, which is criminal offence is a fine one. Simple breach of contract cannot give rise to criminal action for cheating and fraudulent or dishonest intention is the basis of the offence of cheating. Even if all the allegations in the complaint (Annexure P-9), taken at the face value are considered to be true, the basic essential ingredients of dishonest intention and cheating are missing.

In the complaint, it has not been disclosed as to when and in whose presence the petitioners extended threats to complainant to cause harm to him and his property. In the absence of any such specific allegations even no offence under Section 506 IPC is made out against the petitioners. Further, neither the complaint nor the concerned record apparently indicates commission of offence of criminal conspiracy by the petitioners.

Admittedly, criminal proceedings are not a shortcut for other remedies. The Hon'ble Supreme Court has time and again reiterated that there is a growing tendency to convert purely civil

disputes into criminal cases, on account of a prevalent impression that Civil Law remedies are time consuming and do not adequately protect the interest of aggrieved parties. There is also an impression that if a person could somehow be entangled in a criminal prosecution there is likelihood of imminent settlement. In this regard reliance is placed on ***G. Sagar Suri Vs. State of U.P 2000(1) RCR (Criminal) 707, Indian Oil Corporation Vs NEPC India Limited and others 2006(3) RCR (Criminal) 740 and Inder Mohan Goswami and another Vs. State of Uttaranchal and others 2007 (4) RCR (Criminal) 548.*** The Hon'ble Supreme Court in ***Mitesh Kumar J. Sha Vs. State of Karnataka and others 2021(4) RCR (Criminal) 573*** has observed that any efforts to settle civil disputes, which do not involve any criminal offence, by applying pressure through criminal prosecution should be deprecated and discouraged.

Most recently the Hon'ble Supreme Court in Criminal Appeal No.581 of 2023 ***Sarabjit Kaur Vs. State of Punjab and another decided on 1.3.2023*** quashed the FIR which was registered on the basis of agreement to sell entered by *Sarabjit Kaur* (appellant therein) in favour of complainant regarding sale of her property. The Hon'ble Supreme Court while passing the said judgment observed that the entire idea seems to convert a civil dispute into criminal and put pressure on the appellant for return of the amount allegedly paid. The criminal

Courts are not meant to be used for settling scores or pressurize the parties to settle civil disputes.

The principles relating to exercise of jurisdiction under Section 482 Cr.P.C to quash FIRs have been stated by the Hon'ble Supreme Court in ***Bhajan Lal's case (supra)***. The Hon'ble Supreme Court in ***NEPC India Ltd. (supra)*** formulated guiding principles and explained the powers possessed by the High Court under Section 482 Cr.P.C to quash criminal complaints. It is settled position that power to quash FIR/criminal complaint is to be exercised for purpose of prevention of abuse of process of the Court or otherwise to secure the ends of justice.

Now reverting back to facts of the present case, even considering the nature of allegations contained in complaint (Annexure P-9) this Court is of the view that no case is made out for taking cognizance of the offences punishable under Sections 420, 506 and 120B IPC, against the petitioners.

In view of the above, the initiation of criminal proceedings by respondent No.1 is nothing but an abuse of process of law. Since the proceedings are required to be quashed on the ground that no offence of cheating, criminal intimidation or criminal conspiracy is made out against the petitioners, this Court do not consider it necessary to adjudicate on the issue of non-compliance of the provision of Section

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202 Cr.P.C on the ground that the petitioners No.1 to 3 and 5 were residing beyond the territorial jurisdiction of the trial Court.

For the foregoing reasons, the present petition is allowed and complaint, Annexure P-9, and summoning order, Annexure P-13, dated 15.04.2013 and all the consequential proceedings qua the present petitioners stand quashed. However, the observations made herein above have got no bearing on the civil litigation, if any, is pending between the parties.

Disposed of accordingly, so also the pending miscellaneous application(s), if any.

01.06.2023
P. Chawla

(KARAMJIT SINGH)
JUDGE

Whether reasoned / speaking?	Yes / No
Whether reportable?	Yes / No