

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
244**CRM-M-35201-2016 (O&M)**
Date of decision: September 14, 2023NooraPetitioner
versus

State of Haryana and anotherRespondents

CRM-M-8823-2017 (O&M)ZiaulhaqPetitioner
versus

State of Haryana and anotherRespondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA**Present:-** Mr.Liaqat Ali, Advocate for petitioners.

Mr. Karan Garg, AAG, Haryana.

Mr. J.S.Dahiya, Advocate,
for respondent no.2.

ARUN MONGA, J. (ORAL)

Vide this common order, above-mentioned two cases are being disposed of since facts are analogues and issues raised therein are common. For brevity, recitals are taken from CRM-M-35201-2016.

2. Petitions herein are under Section 482 of Code of Criminal Procedure, 1973 (for short 'Cr. P.C.') seeking quashing of an FIR No.433 dated 14.12.2013 registered under Sections 420, 406 of the Indian Penal Code, 1860 (for short 'IPC')(Sections 467, 468, 471, 120-B IPC added lateron), at Police Station,Farakpur, District Yamunanagar, along with consequential proceedings arising therefrom.

3. Learned counsel representing the petitioners asserts that, based on the allegations outlined in the FIR (Annexure P-1), in February 2013, when the complainant/respondent no.2 visited Clear Sharif Peer Baba in Uttar Pradesh, petitioner-Noorahad encountered him and extended an offer. Petitioner-Noora had

informed the complainant/respondent no.2 about a piece of land available for sale in village Sarsava, suggesting that if the complainant/respondent no.2 expressed interest, petitioner-Noora would facilitate its purchase at a reduced price. Allegedly, petitioner-Noora received Rs.6 lakh from the complainant in connection to this land. However, the complainant contends that neither the money was refunded nor any land in village Sarsava was provided to him.

3.1. The counsel for the petitioners additionally asserts that, in reality, petitioner-Noora was involved in the business of supplying vegetables and fruits to the complainant's family, establishing a strong rapport with them. Respondent no.2/complainant had provided Rs.6 lakh to the petitioner for business purposes, aiming to ensure the success of their joint business venture. Subsequently, petitioner-Noora returned Rs.2.40 lakh of the total sum of Rs.6 lakh in a Panchayati compromise (Annexure P-2), duly witnessed, and pledged to repay the outstanding amount once he received it from the complainant's partners, Khushnasib (son of Nazir) and Sattar (son of Liaqat). The counsel for the petitioners refers to affidavits from witnesses corroborating the petitioner's version, found in Annexures P-3 to P-6.

3.3. Furthermore, the counsel for the petitioners contends that complainant/respondent no.2 had received Rs.4,80,000/- from petitioner-Ziaulhaq (in CRM-M-8823-2017), who is the nephew of petitioner-Noora. This transaction was guaranteed by petitioner-Noora with a promise to provide a 10% profit in their business venture. Nevertheless, neither any profit was shared with petitioner-Ziaulhaq nor did complainant/respondent no.2 return the sum of Rs.4,80,000/- obtained from his nephew Ziaulhaq. The matter was eventually resolved through a settlement dated 03.05.2013 (Annexure P-7) between respondent no.2 and petitioner-Ziaulhaq, in which the former acknowledged his commitment to repay the amount to Ziaulhaq.

3.4. The counsel further submits that, instead of returning the money, complainant/respondent No.2 and his associates assaulted petitioner-Ziaulhaq, leading

to the registration of FIR No.294 dated 29.06.2013 (Annexure P-8) against them, invoking Sections 324, 307, and 506 of the IPC at Police Station, Jhinhana.

3.5. The counsel for the petitioners also asserts that the complainant/respondent no.2, in retaliation to the aforementioned FIR (Annexure P-8), filed the current FIR against petitioner-Noora and his nephew Ziaulhaq (petitioner in CRM-M-8823-2017) merely to coerce them into settling the matter with him.

3.6. The counsel for the petitioners also argues that it is a well-established legal principle that when financial transactions occur between a borrower and a lender, there is typically a written agreement in place. However, in this case, no such agreement was ever executed. Instead, it is a baseless and fabricated story concocted by complainant/respondent no.2. Furthermore, the present issue is of a civil nature and falls under the jurisdiction of the Civil Courts. The offenses alleged in the FIR are not substantiated against the petitioners.

4. Per contra, learned State counsel opposes the quashing of FIR and submits that the charges against the petitioners were framed on 30.03.2017 and examination of prosecution witnesses is also likely to be concluded. Hence the present petition deserves to be dismissed.

5. Learned counsel appearing for respondent no.2/complainant also strenuously opposes the prayer in the petition.

6. I have heard learned counsels for the parties and gone through the record.

7. There are disputed questions of facts involved in the instant petition, which need to be adjudicated and established during trial. I am of the view that it would be inappropriate to arrive at a conclusion without going into the merits of the case. The trial is at the stage of examination of prosecution witnesses. It seems that two third of the trial has already concluded, therefore quashing of FIR at this stage would not be justifiable. Hence, I find no ground to interfere at this belated stage.

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