

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

CRM-M-12200-2008 (O&M)
Date of decision : 20.02.2023

Asha RaniPetitioner(s)

Versus

State of Punjab Respondent(s)

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present: Mr.Ashim Aggarwal, Advocate for the petitioner(s)

Mr.Kamalpreet Bawa, AAG, Punjab

Mr.Gautam Kaile, Advocate for respondent No.2-complainant

AMAN CHAUDHARY, J.

CRM-3555-2023

The present application has been filed for impleading Sh.Atul Jain, special irrevocable power of attorney holder of Nirmal Singh-complainant as respondent No.2.

Learned counsel for the petitioner has no objection to the prayer made.

Having heard the learned counsel for the parties and in view of the reasons stated in the application, the same is allowed. Atul Jain, special irrevocable power of attorney holder of Nirmal Singh Grewal (complainant) is ordered to be impleaded as party respondent No.2.

Amended memo of parties appended with the application is taken on record.

CRM-8253-2023

For the reasons stated in the application, the same is allowed.

Affidavit dated 15.02.2023 of Atul Jain, special irrevocable power of

attorney holder of Nirmal Singh-respondent No.2 is taken on record as Annexure R-1.

CRM-M-12200-2008

The present petition under Section 482 Cr.PC has been filed for quashing of FIR No.70 dated 23.03.2008, registered under Sections 447, 448, 420, 467, 468, 471, 120-B IPC at Police Station Civil Lines, Ludhiana.

Learned counsel contends that initially FIR No.297 dated 10.09.1998 was registered under Sections 419, 467, 468, 471, 120-B IPC at Police Station Civil Lines, Ludhiana wherein final report under Section 173 CrPC was presented against 13 persons as accused, out of 25. Charges were framed by the trial Court on 3.5.2001. The complainant, namely Nirmal Singh through his power of attorney Avninder Singh Kahlon filed a complaint before the police on 23.3.2008, upon which on the same day, FIR in question was registered against the petitioner, alleging that the sale deeds executed on various dates in the year 1997, in favour of the petitioner are not genuine documents. In FIR No.297/1998 also the Investigating Agency filed a supplementary charge sheet arraigning the petitioner as an accused. The quashing of FIR No.70 abid, was sought by filing the present petition, wherein the proceedings were stayed by this Court vide order dated 23.5.2008. During the pendency of it, the petitioner and complainant Nirmal Singh through his power of attorney, Avninder Singh Kahlon compromised the matter on 07.06.2013, vide compromise deed, Annexure A-1, affirming the sale deeds executed in favour of the petitioner, which was subject matter of the FIR/s as also executed the irrevocable power of attorney in favour of Atul Jain, respondent No.2, "to appear, sign & execute the required documents for cancellation of FIRs and to withdraw the civil

suit related to property No.BXIX 36, Plot No.41, Club Road, Ludhiana.” The quashing of FIR No. 297 *ibid* was also sought by the petitioners therein, before this Court by filing CRM-M-1628-2009, which was however, dismissed on 12.01.2015, a subject matter of challenge before Hon'ble The Supreme Court of India in SLP-5155-2015, which was allowed in favour of the petitioners vide order dated 13.5.2017, based on the compromise dated 07.06.2013 and quashed the FIR, which is Annexure A-1, (in CRM-15161-2016). During the interregnum, complainant Nirmal Singh also filed a civil suit No.34704-2013 *inter alia* praying for recovery of possession of the land, which was subject of matter of the sale deeds executed in favour of the petitioner, wherein the petitioner filed an application under Order 23 Rule 3 CPC for bringing the compromise dated 7.6.2013 on record, based on which, even the civil suit was dismissed vide judgment and decree dated 15.11.2016, Annexure -B, by the trial Court. Learned counsel based on the aforesaid two factums, namely, FIR No.297 *ibid* having been quashed by Hon'ble The Supreme Court of India as also the the civil Court dismissing the civil suit by taking on record the compromise dated 7.6.2013, prays for the present FIR to be also quashed in terms of the said compromise.

Learned counsel for respondent No.2 concedes the factum of compromise. In the affidavit Annexure R-1, filed by Atul Jain, affirmed the factum of still being the holder of the irrevocable power of attorney executed by Nirmal Singh Grewal as also the dismissal of the civil suit as well as the quashing of FIR No.297 based on the compromise. He further submits that the complainant has no objection, if the FIR in question is quashed.

Heard.

It is apposite to make a reference to order dated 13.11.2023 passed by Hon'ble The Supreme Court of India in SLP (Criminal) No.5155 of 2015, which reads thus:

- “1. Leave granted.
2. The appellant-Asha Rani is the subsequent purchaser of a property initially owned by one Jaswant Singh, who died in the year 1989 leaving behind his three legal heirs, namely, Sukhdev Kaur Grewal (wife), Kanwaljit Kaur Grewal (daughter) and Nirmal Singh Grewal (son), out of which Nirmal Singh Grewal (son) is the sole surviving legal heir of Jaswant Singh.
3. One of the legal heirs i.e. Sukhdev Kaur Grewal (since deceased) had lodged a complaint before the Ludhiana Police Station on the basis of which FIR No.297/1998 was registered. In the said FIR the allegation levelled was that the property of Jaswant Singh was fraudulently transferred. Though charge-sheet was filed in the said case on 7th September, 1999, in the course of investigation the appellant-Asha Rani was found to be a bona fide purchaser of the disputed property. Therefore, she was not arrayed as an accused in the charge-sheet.
4. Thereafter, sometime in the year 2008 a supplementary charge-sheet has been filed arraying the appellant-Asha Rani as an accused. Aggrieved, the appellant had filed petition for quashing the supplementary charge-sheet which having been refused by the High Court by the impugned order this appeal has been filed.
5. Though several contentions have been urged at the hearing all that would be required to be taken notice is the fact that a compromise between the appellant-Asha Rani and Nirmal Singh Grewal, the sole surviving legal heir of Jaswant Singh and his authorized attorney Arvinder Singh Kahlon had been arrived at on 7th June, 2013. This compromise was in respect of the disputed property and records the stand of the legal heir of Jaswant Singh and his attorney that the property in question has devolved on the appellant-Asha Rani in a proper manner and that they have no grievance in this regard. The High Court while passing the impugned order dated 12th January, 2015 seems to have completely overlooked the said fact notwithstanding the fact that the compromise agreement was before the High Court.
6. If the parties have settled the matter in the manner indicated and there is no contrary materials or statement on record before us we are of the view that the supplementary charge-sheet filed after nearly a decade ought not to have been sustained by the High Court in the

proceedings under challenge. We, therefore, set aside the order of the High Court; quash the supplementary charge-sheet dated 26th May, 2008 filed in FIR No.297 dated 10th September, 1998 and allow this appeal.”

A reference is pertinent to be made to the observations of the learned trial Court while dismissing the civil suit filed by the complainant, the relevant of which reads thus:

“So issue no.1 is decided in favour of applicant and against the plaintiffs/ respondents and it is held that compromise dated 7.6.2013 is a valid and legal document and plaintiff's/ respondent's attorney Atul Jain is allowed to withdraw the present suit on the basis of the application moved by defendant no.3 Asha Rani and the present suit is liable to be dismissed on the ground that defendant no.3 Asha Rani and plaintiff Nirmal Singh Grewal has entered into a valid compromise with each other on 7.6.2013. The power of attorney of plaintiff i.e. Atul Jain had duly admitted legal and valid compromise which was reduced into writing and it is also averred by Atul Jain that he has no objection if the present case is disposed of as per compromise effected between the parties on 7.6.2013. So suit is hereby ordered to be dismissed in view of compromise between the parties. So issue no.1 is decided in favour of applicant and against the respondent.”

The special irrevocable power of attorney of Nirmal Singh-complainant dated 07.06.2013, in favour of Atul Jain reads thus:-

“I, Nirmal Singh Grewal s/o Late S.Jaswant Singh Grewal r/o 1A Wickham Road Brockley, London SE4, second address 37 Richmond Road, Coulsdon, Surrey CR5 2 PL on this day 4th June 2013 appoint Shri Atul Jain s/o Shri Sikander Lal Jain r/o 319/4, Dr.Sham Singh Road, Civil Lines, Ludhiana as my Attorney to appear, sign & execute the required documents for cancellation of FIR's and to withdraw the civil suit on my behalf related to property No.BXIX 36, Plot No.42 Club Road, Ludhiana, India as I cannot appear in person before the said authorities in India because I am not keeping good health. Therefore, Shri Atul Jain will represent me for abovesaid matter in all courts & competent authorities in India.

In witness whereof, the Special Power of attorney has been executed by me in the presence of witnesses on the day, month and year first mentioned above.”

Affidavit of Atul Jain, holder of special irrevocable power of attorney of Nirmal Singh-complainant dated 15.2.2023, reads thus:

“1. The present affidavit is being filed in terms of order dated 06.02.2023.

2. I state that FIR No. 297 was registered at PS Division No.5, Ludhiana under Sections 419, 467, 468, 471, 465 and 120B IPC. I state that the police filed the chargesheet wherein 13 persons out of the 25 including the petitioner were found not guilty and their name were put in column No.2 of the challan. However, in the 2008 the police filed supplementary chargesheet arraigning the petitioner as an accused.

3. At the behest of the complainant another FIR No.70/2008 dated 23.03.2008 under Sections 447, 448, 420, 467, 468, 471 and 120B IPC, was registered at PS Civil Lines, Ludhiana, against the petitioner.

4. During the pendency of the matter, petitioner entered into a compromise with the complainant vide compromise deed dated 7.6.2013. In support of the said compromise deed, complainant and his P.O.A. Avninder Singh Kahlon also executed affidavits in support of the said compromise.

5. Petitioner entered into a compromise with Nirmal Singh Grewal and Avninder Singh Kahlon in England. Documents in the nature of compromise deed, affidavits, cancellation of power of attorney and special irrevocable power of attorney were executed. Vide special irrevocable power of attorney dt. 07.06.2013, I was appointed as attorney of the complainant to represent him in the various proceedings in India including the present FIR. As per the compromise deed, I was authorized to get the said FIR quashed. The said special irrevocable power of attorney is duly apostilled, notarised and registered with Embassy of India.

6. In view of the compromise deed dated 07.06.2013, vide Judgment dated 15.11.2016 the Civil Suit No.34704/2-13 titled Nirmal Singh vs. Jagmohan Singh & Ors. was decreed in favour of Asha Rani. The said judgment dated 15.11.2016, upheld the validity of the special irrevocable power of attorney dated 07.06.2013.

7. Supplementary charge sheet filed by the police in FIR No.297 of 1998 was quashed by the Hon'ble Supreme Court of India vide order dated 15.11.2017, taking note of the compromise deed on record.

8. In view of the special irrevocable power of attorney dated 07.06.2013, I and on behalf of the complainant state that I have no objection, in the quashing of the FIR No. 70/2008 dated 23.03.2008, u/s 447, 448, 420, 467,

468, 471 and 120B IPC, was registered at PS Civil Lines, Ludhiana.”

As is apparent from the aforesaid that during the pendency of the present case, the matter stands compromised between the parties, based on which, FIR No.297 ibid was quashed and the civil suit filed by the complainant-respondent was dismissed. Mr.Atul Jain, holder of the special irrevocable power of attorney of Nirmal Singh-complainant, by way of the aforesaid affidavit affirms the factum of compromise and no objection to the quashing of the FIR in question in terms thereof.

Considering the aforesaid facts and circumstances of the case and bearing in mind the law laid down by Hon’ble The Supreme Court of India in the case of **State of Karnataka v. L. Muniswamy and Others**, AIR (1977) SC 1489, this Court finds that permitting the proceedings to continue in the present FIR would be an abuse of the process of the Court thus, present petition deserves to be allowed, in the exercise of the wholesome power conferred under Section 482 CrPC .

Resultantly, the present petition is allowed and FIR No.70 dated 23.03.2008, registered under Sections 447, 448, 420, 467, 468, 471, 120-B IPC at Police Station Civil Lines, Ludhiana and all other consequential proceedings arising therefrom, are quashed qua the petitioner.

20.02.2023
gsv

(AMAN CHAUDHARY)
JUDGE

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