

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Sr. No.267

CRM-M-41564-2019
Date of Decision: 09.02.2023

Nitesh Agrawal and others

.... Petitioners

Versus

State of Haryana and another

... Respondents

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. Mayank Mathur, Advocate for the petitioners.

Mr. Gurbir Singh Dhillon, AAG, Haryana.

Mr. Madan Lal, Advocate for respondent No.2-complainant.

TRIBHUVAN DAHIYA, J. (ORAL)

This is a petition under Section 482 Cr.P.C. seeking quashing of FIR No.511 dated 11.04.2018, registered under Sections 498-A, 406, 354, 377, 323, 506 and 34 IPC at P.S.Panipat City, District Panipat (Annexure P-1) and all consequential proceedings arising therefrom, on the basis of compromise/memorandum of understanding dated 04.05.2018 (Annexure P-3).

The parties were directed to get their statements recorded before the trial Court vide order dated 26.09.2019. A report, dated 27.01.2020, has been received from Chief Judicial Magistrate, Panipat, stating that in the opinion of trial Court, there was no compromise effected between the parties, due to which their statements could not be recorded.

Learned counsel for the petitioners has submitted that there was a memorandum of understanding (MoU) entered into between the parties, on the basis of which decree of mutual divorce was passed on 22.07.2019. By referring to the first motion statement of the parties, i.e., Annexure P-3, he submits that as per terms thereof, all four pending cases between the parties were to be withdrawn/got quashed. Therefore, he submits, respondent

No.2/complainant cannot be allowed to resile from the MoU in question and dispute the factum of compromise. He relies upon a judgment of this Court dated 15.09.2015, passed in CRM-M-18691 of 2013 whereby FIR based upon a compromise was quashed despite the complainant disagreeing.

Learned counsel for respondent No.2/complainant, on the other hand, points out that as per compromise arrived at between the parties, in fact, total amount of ₹98 lakh was to be paid, i.e., ₹43 lakh by way of RTGS and the remaining amount of ₹55 lakh in cash. Out of the said amount, the petitioner paid ₹87.50 lakh, details whereof have been provided in the affidavits filed by witnesses as to the MoU, namely, Ram Bhagat Gupta, Jagdish Aggarwal and Amar Nath, which are on record as Annexures R2/3, R2/4 and R2/5. He submitted that as per calculations mentioned therein, an amount of ₹10.50 lakh still remained unpaid, and that is the reason the complainant did not agree to recording of her statement for quashing of the FIR in question on the basis of compromise. The judgment relied upon by learned counsel for the petitioners was in a civil dispute arising out of an agreement to sell and has no application to the facts of this case.

Be that as it may, the facts regarding terms of the compromise entered into between the parties are in dispute, and the instant petition seeking quashing of FIR has been filed only on the basis of compromise in question. The trial Court has also reported that no compromise was effected between the parties. Their statements were not recorded. Therefore, there is no ground to entertain this petition, and it is hereby dismissed.

(TRIBHUVAN DAHIYA)
JUDGE

09.02.2023