

In the High Court for the States of Punjab and Haryana  
At Chandigarh

(I) CRM-M-879-2023 (O&M)

Arun Gupta and others ... Petitioners

Versus

Union Territory, Chandigarh and others ... Respondents

(II) CRM-M-8729-2024 (O&M)

Arun Gupta and others ... Petitioners

Versus

Union Territory, Chandigarh and another ... Respondents

Date of Decision:-12.3.2024

**CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL**

Present:- Mr. Rahul Bhargava, Advocate with  
Mr. Prikshit Thakur, Advocate for the petitioner(s).

Mr. Yashwant Singh Rathore, Addl. PP. U.T. Chandigarh,  
assisted by Ms. Sudha Singh, Advocate and  
Mr. Yuvraj Singh Rathore, Advocate,  
on instructions from SI Dilbagh Singh.

Mr. Bipan Ghai, Senior Advocate with  
Mr. Nikhil Ghai, Advocate and  
Mr. Prabhdeep S. Bindra, Advocate,  
for respondent No.2 in CRM-M-8729-2024 and for  
respondent No.5 in CRM-M-879-2023.

Mr. Pawan Kumar, Senior Advocate with  
Ms. Vidushi Kumar, Advocate for respondent No.6  
in CRM-M-879-2023.

Mr. Ashit Malik, Advocate, appointed as  
Local Commissioner in the instant cases.

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**GURVINDER SINGH GILL, J. (Oral)**

1. This order shall dispose off the abovementioned two petitions filed on behalf of the petitioners seeking quashing of FIR No.207, dated 16.12.2022 registered at Police Station Industrial Area, Chandigarh, under Sections 420, 120-B, 448 and 380 of Indian Penal Code.
2. While one of the petition i.e. CRM-M-879-2023 has been filed on behalf of the petitioners seeking quashing of aforesaid FIR 'on merits', the other petition i.e. CRM-M-8729-2024 has been filed on behalf of the petitioners seeking quashing of the same very FIR 'on the basis of compromise' having been effected amongst the parties.
3. It is a case where there is a dispute between three real brothers namely Satish Gupta, Rajesh Kumar Gupta and Arun Gupta as well as other members of their families with regard to property left by their parents. The instant FIR i.e. FIR No.207, 16.12.2022 was lodged by one of the brothers namely Satish Gupta against Arun Gupta, his two sons namely Achal Gupta and Arshit Gupta, his daughter-in-law Mehak Gupta and two tenants namely Harbir Singh and Maneet Singh. Although one of the petition i.e. CRM-M-8729-2024 was filed pursuant to compromise/settlement having been effected amongst the parties before Mediation and Conciliation Center of this

Court, but subsequently there was some dispute regarding handing over of the properties. Consequently, this Court vide order dated 27.2.2024 had appointed Mr. Ashit Malik, Advocate as a Local Commissioner to assist all the parties to get the settlement executed amicably particularly as regards the removal of articles of the respective parties and also as regards withdrawal of the cases pending amongst the parties.

4. Mr. Ashit Malik, Advocate, learned Local Commissioner has today submitted his report, wherein it has been stated that the needful for execution of the settlement/compromise has been done and that all the articles have been removed without any dispute and that the house in question has presently been locked. The keys of the said house have also been attached with the aforesaid report. The said report is also accompanied by the photographs taken at the spot at the time of removal of articles etc. and at the time of handing over of the keys. It is also reported therein that all the cases excepting for one civil appeal arising out of a civil suit filed by tenant Harbir Singh have been withdrawn. It has been informed that in the civil suit filed by tenant Harbir Singh, the only relief claimed was as to whom he has to pay the rent.
5. The keys, which have been attached with the report of learned Local Commissioner, have today been handed over to Mr. Satish Gupta (complainant), who is present in the Court along with his counsel Mr. Bipan Ghai, Senior Advocate.
6. It has also been informed that certain affidavits have been furnished by Mr. Arun Gupta and Mr. Rajesh Kumar Gupta (respondent No.6 in CRM-M-879-

2023) pertaining to certain formalities with respect to transfer of property, which are to be submitted to the Estate Office. The said affidavits as agreed amongst the parties have today been handed over to Mr. Satish Gupta, who is present in the Court.

7. It may here be mentioned that although Mr. Rajesh Kumar Gupta is not a party in CRM-M-8729-2024, but he is ordered to be arrayed as a party in the said petition as respondent No.3.
8. Reader of this Court is directed to incorporate the necessary addition in the memo of parties in CRM-M-8729-2024 and a note in this regard with red ink be made at the bottom of the same.
9. Mr. Pawan Kumar, Senior Advocate with Ms. Vidushi Kumar, Advocate for respondent No.6 – Rajesh Kumar Gupta in CRM-M-879-2023 is present alongwith Mr. Rajesh Kumar Gupta and he is associated with the proceedings with regard to CRM-M-8729-2024 as well.
10. All the three brothers are agreeable that henceforth they shall be owners of the property in question i.e. Plot No.182/10, Phase-I, Industrial Area, Chandigarh in accordance with the shares defined in settlement dated 02.02.2024, as per which Satish Gupta will no longer will be the owner of the property in question and Arun Gupta would be owner to the extent of 63% and Rajesh Gupta would be owner to the extent of 37%.
11. All the learned counsel agree that Mr. Rajesh Kumar Gupta will not claim any rent with respect to property bearing Plot No.182/10, Phase-I, Industrial Area, Chandigarh for the period upto 31.3.2024. It is also agreed that w.e.f.

1.4.2024 Mr. Rajesh Kumar Gupta will be entitled to claim rent to the extent of 37% only with respect to the said property and Mr. Arun Gupta will be entitled to claim rent to the extent of 63% with respect to the said property w.e.f. 1.4.2024. It has also been informed that there is no dispute between Mr. Arun Gupta and Mr. Rajesh Kumar Gupta as regards their possessions over 63% and 37% respectively, as is reflected in the Lay Out Plan (Annexure P-4 annexed with CRM-M-8729-2024).

12. As far as the arrears of rent for the period upto 31.3.2024 is concerned, it is only Mr. Arun Gupta & his sons and his daughter-in-law, who would be entitled to claim the same from the tenant Harbir Singh and Maneet Singh.
13. This Court finds that while out of the total 6 accused, 4 accused have filed the petitions, the remaining two accused, who are tenants in the property in question, have not come forward so as to seek quashing of the FIR in question. In any case, since the complainant – Satish Gupta is present in Court alongwith his counsel Mr. Bipan Ghai, Senior Advocate and who has expressed “no objection” for quashing of the FIR in its entirety even against the remaining two accused i.e. Harbir Singh and Maneet Singh, this Court is of the opinion that the FIR can be quashed even in the absence of remaining two accused namely Harbir Singh and Maneet Singh.
14. In view of the aforestated position particularly the fact that all the respective counsel have expressed that they have no objection for quashing of the FIR and also bearing in mind the report of Mr. Ashit Malik, Advocate, learned Local Commissioner, who has done a commendable job, this Court is of the opinion that having regard to the amicable settlement having been effected

between the parties, the FIR as well as all other consequential proceedings emanating therefrom need to be quashed.

15. As such, the petition i.e. CRM-M-8729-2024 seeking quashing of FIR on the basis of compromise is allowed and FIR No.207, 16.12.2022 registered at Police Station Industrial Area, Chandigarh, under Sections 420, 120-B, 448 and 380 of Indian Penal Code and all subsequent proceedings emanating therefrom are hereby quashed in its entirety qua all the accused.
16. It is clarified that the rights of the tenant/s shall not be affected by the aforesaid change of ownership and the tenant/s shall duly acknowledge the aforesaid new co-owners and shall pay the rent as per their respective shares.
17. Since, the ownership and the shares have been defined i.e. 63% of Arun Gupta and 37% of Rajesh Kumar Gupta, it goes without saying that the said landlords would be entitled to the rent in accordance with their share as also defined above. Under these circumstances, a copy of this order shall be placed on record of the civil suit which is stated to have been filed by the tenants with regard to payment of rent. The Civil Court shall proceed further accordingly as now it stands clarified that who is the landlord and to what extent.
18. Shri Arun Gupta and Shri Rajesh Gupta shall furnish a copy of the aforesaid order regarding change of ownership in the civil suit/civil appeal pending between Harbir and Arun Gupta pertaining to payment of rent.
19. Since, the parties have agreed for change of ownership as already indicated above, it goes without saying that by virtue of the principal of attornment of

landlord, the relationship of landlord and tenant shall continue between the existing tenants and the new landlords. However, in order to ensure that there is no further litigation, it would be expected that a fresh agreement is entered into between the parties and for which the petitioners shall take necessary steps. It is however, clarified that the fresh agreement shall be in accordance with the terms as may be mutually settled amongst the parties and in case there is no settlement/arrangement, it shall be in accordance with the earlier terms and conditions.

20. Needless to mention, any of the present tenants may chose not to be a tenant in future, if he so desires.
21. This Court places on record its appreciation for the efforts made by Mr. Ashit Malik, Advocate, learned Local Commissioner with regard to the execution of the compromise/settlement amongst the parties.
22. In view of the fact that the FIR in question stands quashed by this Court on the basis of compromise, the other petition i.e. CRM-M-879-2023 seeking quashing of same very FIR ‘on merits’ is rendered infructuous and is disposed of as such.
23. A copy of this order be placed on the file of other connected case.

12.3.2024  
pankaj

( Gurvinder Singh Gill )  
Judge

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| Whether reasoned/speaking | Yes / No |
| Whether reportable        | Yes / No |