

S. No.205

2024:PHHC:014119

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-996 of 2023

Date of Decision:01.02.2024

Gurwinder Singh Saini @ Gupreet Singh @ Harry
and another

.....Petitioners

Vs.

State of Punjab and another

.....Respondents

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Vishal Goel, Advocate for the petitioner.

Mr. Amit Rana, Sr. DAG, Punjab.

Mr. Gurvinder Singh, Advocate for Mr. Randeep Singh,
Advocate for respondent No.2.

DEEPAK GUPTA, J. (Oral)

By way of present petition filed under Section 482 Cr.P.C., petitioners pray for quashing FIR No.38 dated 26.03.2020 registered under Sections 420, 120-B IPC and Section 13 of Punjab Prevention of Human Smuggling Act, 2012 at Police Station Shambu, District Patiala and all subsequent proceedings arising therefrom qua the petitioners.

Learned counsel for the petitioners contends that the petitioners were falsely implicated in this case on the complaint of respondent No.2 – Rajinder Singh with the allegations that on the pretext of sending his son to Portugal, petitioners had cheated him. Learned counsel further contends that the only role attributed to the petitioners was that they had booked the air ticket of Harpreet Singh (son of respondent No.2) from Delhi to Lisbon and had received an amount of ₹1 lakh for the same. Still further, it is submitted that compromise was effected between the petitioners and respondent No.2 and in terms thereof, respondent No.2 received an amount of ₹5 lakhs in the lump sum and agreed not

to pursue the FIR against the petitioners and also made himself bound to make statement in the Court in the petition for quashing of the FIR. Copy of compromise is dated 24.08.2020 (Annexure P.2).

Learned counsel contends further that consequent to the afore-said compromise, CRM-M-26398 of 2020 (O&M) was filed so as to quash the FIR based on compromise. This Court directed the parties to appear before the Court concerned for getting their statements recorded. However, respondent No.2 – complainant reversed his stand and took the new plea that he had not received the entire amount of ₹11 lakhs, though admitted to have received ₹5 lakhs from the petitioners. Learned counsel also contends that faced with these circumstances, earlier petition was dismissed as withdrawn vide order dated 29.11.2022 (Annexure P.3). Petitioners have now prayed to quash the FIR in question along with the consequent proceedings in view of the afore-said facts and circumstances.

Respondent No.2 in his reply submits that though he had received ₹5 lakhs from the petitioners but it was agreed that another amount of ₹6 lakhs would be paid at the time of final settlement with third accused Vandana and that amount has not been paid till date.

Learned State Counsel submits that after conclusion of investigation, challan was filed against the petitioners and charge was framed. It is not disputed that earlier CRM-M-26398 of 2020 (O&M) was filed by the petitioners to quash the FIR on the basis of compromise.

Heard.

Perusal of the compromise dated 24.08.2020 (Annexure P.2) admittedly executed amongst the parties would reveal that it is executed only between the two petitioners and the sole respondent- complainant – Rajinder

Singh. Respondent No.2 – complainant agreed to receive an amount of ₹5 lakhs from the petitioners and clearly stated that he did not want to take any action against them in the present FIR and that he shall make statement in their favour before any Court for getting the FIR quashed. There is absolutely no reference of any third accused Vandana. There is no reference that settlement was for ₹11 lakhs or that remaining amount of ₹6 lakhs was to be paid by co-accused Vandana; or that petitioners had assured for payment of ₹6 lakhs through Vandana.

In the afore-said circumstances, the stand taken by the petitioners before this Court in earlier CRM-M-26398 of 2020 (O&M); or in the reply to the present petition to the effect that an amount of ₹6 lakhs more was payable to him by the third accused Vandana is absolutely not tenable.

It is evident from all the afore-said facts and circumstances that after receiving the settlement money of ₹5 lakhs from the petitioners as per mutual compromise dated 24.08.2020 (Annexure P.2), respondent No.2 is now trying to wriggle out of the said compromise.

In these circumstances, continuation of the proceedings of this FIR qua the petitioners shall be sheer misuse of the process of the Court.

Consequently, FIR No.38 dated 26.03.2020 registered under Sections 420, 120-B IPC and Section 13 of Punjab Prevention of Human Smuggling Act, 2012 at Police Station Shambu, District Patiala and all subsequent proceedings arising therefrom qua the petitioners are hereby quashed.

February 01, 2024

(DEEPAK GUPTA)

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JUDGE

Whether Speaking/reasoned

Yes/No

Whether Reportable

Yes/No