

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-9171-2023 (O&M)

Decided on 23.07.2024

Lakhan Gandhi

... Petitioner

VS.

State of Punjab & Anr.

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Rajiv Joshi, Advocate for the petitioner

Mr. JS Rattu, DAG Punjab

Mr. Umesh Aggarwal, Advocate for respondent No.2

Sandeep Moudgil, J.

(1). This is a petition under Section 482 CrPC filed by the petitioner seeking to quash the FIR No.239 dated 11.09.2021 under Sections 420/465/467/468/471/120-B IPC registered at Police Station Division B, District Amritsar along with subsequent proceedings arising therefrom.

(2). Learned counsel for the petitioner contends that vide compromise deed dated Nil (Annexure P5), the petitioner and the complainant-respondent No.2 have entered into a compromise on the ground that the latter received the agreed amount but later, she backed out of her promise to cooperate in the quashing of the FIR in question. He submits that during the pendency of the FIR, the complainant entered into a compromise with the family of the petitioner and obtained Rs.6.5 lakhs by way of demand draft and also signed the compromise deed whereby she undertook to get the FIR against the petitioner quashed.

(3). It is argued that even in the case of compromise having been entered into by the complainant with the main accused Manju and Nitin Khera,

the complainant though received Rs.10 lakhs in lieu of the compromise, however, subsequently she resiled and filed complaint and got the instant FIR filed.

(4). In the reply filed by the State, it has been mentioned that the alleged compromise entered into between the parties is not in the knowledge of the investigating agency and since the complainant herself has not accepted the alleged compromise, therefore, the ground taken for quashing of the FIR on the basis of such compromise is not a valid ground. Moreover, there are serious allegations against the petitioner where he along with co-accused hatched criminal conspiracy to cheat the complainant.

(5). On the other hand, written statement has been filed by respondent No.2 wherein it has been averred that disputed questions of fact are involved in the present petition which cannot be decided by this Court in view of the fact that the petitioner has duped her for huge amount of money. It is further vehemently urged that though compromise was effected between her, Manju Khera and Nitin Khera, for an amount of Rs.12 lakhs, but the compromise allegedly relied upon by the petitioner is a forged document which can be verified from the vernacular of Annexure P4 which shows that the petitioner is not the signatory to the said compromise though the fact that a compromise was effected with the family of the petitioner has not been disputed.

(6). Heard learned counsel for the parties.

(7). It is an admitted position of fact, as can be seen from the averments made by respondent No.2 in the written statement that she received an amount of Rs.6,50,000/- from the family of the petitioner and in that regard,

she even entered into a compromise. The relevant contents of para 7 of the written statement reads as under:-

“That the contents of the Para no. 7 of the Petition, are replied in this manner that though a compromise was effected between the answering respondent and the family of the petitioner for an amount of Rs.6,50,000/- and the same was also received by the answering respondent. However, it is relevant to state here that at the time of execution of the instant compromise deed the petitioner and his family assured the answering respondent that they will get the other amount recovered from the co-accused persons, however, later on they refused to do the same as the co-accused persons namely Manju Khera and Nitin Khera are still at large and never arrested by the police. It is relevant to state here that the father of the petitioner namely Manoj Kumar further assured the answering respondent that, in case other accused persons will not pay the remaining amount then he shall bear the same and compensate the answering respondent.”

(8). A perusal of the compromise (Annexure P5) would shows that the same has been entered into between the petitioner (his family) and the complainant in relation to FIR No.239 dated 11.09.2021 in question. In para 2 of the said compromise, it has been clearly mentioned that the party of the first part has received Rs.6,50,000/- in full settlement of the dispute through such and such demand drafts. Further, para 3 also incorporates that the party of the first part undertakes to take all steps necessary to get the party of the second part discharged from criminal proceedings in the above said FIR since the parties have amicably resolved the disputes without any coercion.

(9). It is crystal clear that the compromise has been entered into between the parties. Respondent No.2 has not disputed the fact that the compromise was never entered into with the family of the petitioner or that she was under threat or coerce so as to enter into such compromise. Albeit, she herself has admitted that she received Rs.6,50,000/- from the family of the petitioner towards full and final settlement of the dispute.

(10). That being so, it does not lie in the mouth of the respondent No.2 to resile from the terms and conditions of the compromise which was arrived at mutually without any pressure or coercion from either side. It only suggests that respondent No.2 cantankerously led or pursued the litigation post-compromise just with an intention to harass and humiliate the petitioner which, undoubtedly amounts to hoodwinking the process of the law and thus cannot be allowed under the nose of this Court.

(11). Accordingly, this petition is allowed and FIR No.239 dated 11.09.2021 under Sections 420/465/467/468/471/120-B IPC registered at Police Station Division B, District Amritsar along with subsequent proceedings arising therefrom are hereby set aside *qua* the petitioner.

23.07.2024
V.Vishal

(Sandeep Moudgil)
Judge

- 1. Whether speaking/reasoned?
- 2. Whether reportable?

Yes/No
Yes/No