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

CRM-M-17879-2018 (O&M)

Date of Decision:- 13.12.2024

Paramjit Kaur and another

...Petitioners

Versus

State of Punjab and another

...Respondents

CORAM:- HON'BLE MRS. JUSTICE AMARJOT BHATTI

Present:- Mr. A.S. Khinda, Advocate
for the petitioners.

Mr. Neeraj Madaan, Sr. DAG, Punjab.

Mr. K.S. Brar, Advocate
for respondent No. 2.

AMARJOT BHATTI, J.(Oral)

Petitioners Paramjit Kaur and Shamsher Singh have filed petition under Section 482 of Cr.P.C. for quashing of FIR No. 158 dated 22.12.2015, under Section 406, 420 and 120-B of IPC, registered at Police Station Kot Ise Khan, District Moga (Annexure P-1), as respondent No. 2 backed out from compromise dated 16.09.2017 after receiving amount from petitioners, as such, further proceedings in said FIR are clearly abuse of process of law.

2. Facts of the case are written complaint is filed by Jeet Singh son of Saun Singh against Kuldeep Singh alias Laddi alias Billu, Paramjit Kaur, Joginder Kaur and Sher Singh with allegations that he wanted to send his son Gurpreet Singh, daughter-in-law Harjit Kaur and grandson

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Sehajpreet Singh to foreign country. Aforesaid persons demanded Rs. 25 lacs for this work. Sher Singh son of Mohinder Singh had introduced him with aforesaid ladies. Kuldeep Singh made him talk to his mother Joginder Kaur who was residing in Canada. Joginder Kaur told him that she will be responsible for everything for her family to make them permanent residents in Canada. He was told to give Rs. 25 lacs. He withdrew Rs. 20,90,000/- from Allahabad Bank, Moga on 19.08.2014, out of which Sher Singh took Rs. 18 lacs and gave it to Kuldeep Singh alias Laddi alias Billu and Paramjit Kaur. After few days, he was told that his son and his family members cannot go to Canada and they will be sent to America and total expenditure would be Rs. 32 lacs. He mortgaged his land and on 14.06.2015, Sher Singh alongwith Paramjit Kaur and her son Gurwinder Singh came to his house and gave them Rs. 14 lacs. Thereafter, Paramjit Kaur and Kuldeep Singh received Rs. 4 lacs each on two occasions. On 13.06.2015, his son, daughter-in-law and grandson were to go to America. They were made to sit in a plane and they reached Italy and further to Germany. They retained their Passports and also snatched Rs. 2 lacs. He contacted Paramjit Kaur but she did not give any satisfactory reply. In this way, he was cheated for a huge amount. With these allegations, present FIR was registered.

3. Learned counsel for petitioners/accused Paramjit Kaur and Shamsher Singh argued that with the intervention of respectables, matter was compromised vide compromise deed dated 16.09.2017 (Annexure P-2). Respondent No. 2 received money and a plot from petitioners but thereafter, started blackmailing them to get more money. Said compromise

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was effected with his free will, without any pressure in the presence of witnesses and respectables. Receipt dated 19.09.2016 (Annexure P-3) was executed in presence of witnesses. Compromise was effected through Rajinder Kumar. Total amount was settled for Rs. 10,50,000/-, out of which value of plot was Rs. 5 lacs which was sold to Jeet Singh - respondent No. 2 by Sunita Rani and Rs. 5,50,000/- was received by Rajinder Kumar. Respondent No. 2 gave undertaking in writing that nothing was due towards petitioners and said FIR was to be quashed on the basis of compromise. Written undertaking dated 19.09.2016 is Annexure P-4. Sunita Rani had agreed to sell plot vide agreement to sell dated 19.09.2016 (Annexure P-5) and sale deed dated 24.10.2016 is Annexure P-6. Respondent No. 2 has further sold said plot to Dinesh Kumar on 15.02.2017. Petitioners filed CRM-M No. 33992 of 2017 on the basis of compromise. Respondent No. 2 appeared and denied compromise, as a result, said petition was dismissed as withdrawn vide order dated 16.11.2017 (Annexure P-7). Regarding aforesaid controversy, inquiry was conducted by SHO, Police Station Sadar Jira and detailed inquiry report is Annexure P-8. In the light of aforesaid facts and circumstances, continuation of criminal proceedings in aforesaid FIR is abuse of process of law, therefore, same may kindly be quashed.

4. Said petition is opposed by learned counsel representing respondent No. 2. Reply is also filed, taking the stand that compromise was effected between the parties but petitioners themselves backed out from compromise as they never gave Rs. 5,50,000/- to answering respondent. As per receipt, amount was received by Rajinder Kumar and it did not bear

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signatures of answering respondent. Under these facts and circumstances, respondent No. 2 had appeared in petition bearing CRM-M No. 33992 of 2017 regarding quashing of FIR and stated that compromise did not materialize and accordingly, it was dismissed as withdrawn, vide order dated 16.11.2017. In-fact, Rajinder Kumar – Mediator of said compromise was the person from the side of petitioners. Petitioners gave Rs. 5,50,000/- to Mediator Rajinder Kumar with dishonest intention who never gave said amount to answering respondent. Therefore, prayer of petitioners for quashing of FIR on merits deserves dismissal.

5. Learned counsel representing State also filed status report confirming facts stated in FIR. Factual position is not disputed regarding filing of petition No. CRM-M No. 33992 of 2017 regarding quashing of FIR on the basis of compromise but complainant in FIR denied compromise and petitioners had withdrawn said petition. It is pointed out that challan in this case was presented on 19.06.2017 and matter is pending before trial Court.

6. I have considered the arguments and have gone through the record carefully. FIR No. 158 dated 22.12.2015 was registered against Kuldeep Singh alias Laddi alias Billu and others under Section 406, 420, 120-B of IPC at Police Station Kot Ise Khan, District Moga. Contents of FIR as referred above indicate that accused persons received huge amount from complainant for sending his son Gurpreet Singh, daughter-in-law Harjit Kaur and grandson Sehajpreet Singh to Canada. Thereafter, they were being sent to America. After receiving huge amount, they were sent to Italy, then Germany and they were never sent to America as per their

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assurance. After registration of FIR, compromise was arrived at between the parties. As per reply filed by respondent No. 2/complainant Jeet Singh, he admitted that compromise was arrived at with his free will for a total sum of Rs. 10,50,000/-. Respondent No. 2 has not denied transfer of plot in his favour, by Sunita Rani worth Rs. 5 lacs. However, main dispute is regarding Rs. 5,50,000/- handed over to Rajinder Kumar which respondent No. 2/complainant denied to have received. There is compromise dated 16.09.2017 (Annexure P-2), one receipt dated 19.09.2016 (Annexure P-3) and one written undertaking dated 19.09.2016 (Annexure P-4). CRM-M No. 33992 of 2017 filed for quashing of aforesaid FIR was dismissed as withdrawn vide order dated 16.11.2017 (Annexure P-7), since respondent No. 2 denied aforesaid compromise.

In the light of aforesaid factual position, one thing is evident that FIR could not be quashed on the basis of said compromise and now on the basis of aforesaid compromise, petitioners prayed that FIR may be quashed on merits. It was for petitioners to establish that disputed amount of Rs.5,50,000/- was also received by respondent No. 2/complainant, which they have failed. Therefore, terms and conditions of alleged compromise could not be fulfilled. Merely on the basis of said documents (Annexures P-2 to P-4), it cannot be concluded that compromise was completely honoured by accused persons to justify quashing of FIR on merits.

Thus, matter in controversy can be decided only during trial after recording of evidence. Petitioners are at liberty to raise their defence at appropriate stage. Finding no merits in present petition filed by petitioners Paramjit Kaur and Shamsher Singh, same is accordingly, dismissed and

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interim order passed vide order dated 30.04.2018 stands vacated. Trial Court may proceed as per law.

7. Pending miscellaneous application(s), if any, stand disposed of accordingly as well.

13.12.2024

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(AMARJOT BHATTI)

JUDGE

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