

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

117

CRM-M-9135-2018 (O&M)

Date of decision: 13.02.2024

SURESH KUMAR KUKREJA AND ANR

....Petitioners

Versus

UT OF CHANDIGARH AND ANR

...Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present : Mr. Sunil Chadha, Sr. Advocate with
Mr. Akshay Chadha, Advocate
for the petitioners.

Mr. J.S. Toor, Adll. PP, UT, Chandigarh.

Mr. O.P. Goyal, Sr. Advocate with
Mr. Yugank Goyal, Advocate
for respondent No.2.

KULDEEP TIWARI. J.(Oral)

1. Through the instant petition, under Section 482 Cr.P.C, prayer is made for quashing of FIR No.165 dated 06.08.2011 (Annexure P-1), registered under Sections 420 and 120-B of the IPC, at Police Station Sector 26, Chandigarh, as well as all the subsequent proceedings arising therefrom.

2. Though the instant petition has been filed on various grounds, however, today learned Senior counsel for the petitioners has placed reliance only upon the compromise deed dated 08.08.2011 (Annexure P-2), whereby, it was settled between the parties, that the petitioners are required to make payment of Rs.1,25,00,000/- (rupees one crore and twenty five lac only) in the following manner:-

"i) Rs.25 lac has been paid today at the time of execution of this

compromise deed in cash.

ii) Rs.25 lac on 11.8.2011 by way of cash/draft or RTGS transfer.

iii) Rs.25 lac on 30.9.2011 by way of post dated cheque.

iv) Rs. 25 lac on 30.11.2011 by way of post dated cheque.

v) Rs. 25 lac on 31.1.2012 by way of post dated cheque."

3. Learned Senior counsel for the petitioners, while placing reliance upon Annexures P3 and P4, submits that though the cheque which was issued in pursuance of the compromise (supra), was subsequently dishonoured, however, during proceedings under Section 138 of the Negotiable Instruments Act, initiated by the respondent-complainant, the petitioners made the entire payment as per the compromise deed.

4. This Court has gone through Annexures P3 and P4, and from the perusal of these documents, this Court is unable to conclude that the entire payment of Rs.1,25,00,000/- (rupees one crore and twenty five lac only) had been made to the complainant. Repeatedly, three times this query was put to the learned Senior counsel for the petitioners, that how from these very documents, the conclusion can be drawn that the total amount of Rs.1,25,00,000/- (rupees one crore and twenty five lac only), has been made. However, the learned Senior counsel for the petitioners is unable to answer the same.

5. Further, learned Senior counsel for the respondent disputed this very fact, and submits that in fact the petitioners are yet to pay Rs.56 lacs, and now the petitioners are also required to pay the interest of the delayed payment.

6. Be that as it may, this Court cannot go into the disputed question of facts, specifically, when the factum of compromise has been denied by the learned Senior counsel for the respondent. Further, this Court is not inclined to exercise the inherent powers envisaged under Section 482 Cr.P.C, on the ground that

petitioner No.2 has already been declared as a proclaimed offender, and the said fact has been verified, and informed to this Court by the learned State counsel on instructions imparted to him by ASI Amarjeet singh.

7. In view of the above, the instant petition is **dismissed**.
8. All pending miscellaneous application(s) stand disposed of accordingly.

13.02.2024
amandeep

(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No