IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-35834-2022
Reserved on: 10.07.2024
Pronounced on: 22.07.2024

Ajay Kumar ...Petitioner

Versus

State of Haryana and others …Respondent

CORAM: HON'BLE MR. JUSTICE ANOOP CHITKARA

Present: Mr. Amandeep Singh Jawandha, Advocate for the petitioner.

Mr. Rajat Gautam, Addl. AG, Haryana.

Ms. Divya Gulati, Legal Aid counsel for respondent No.2.

Mr. Navmohit Singh, Advocate for respondent No.3.

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ANOOP CHITKARA, J.

FIR No.	Dated	Police Station	Sections
160	30.07.2018	Bilaspur, District Yamuna Nagar	420, 406 IPC

Seeking quashing of FIR captioned above, the petitioner had come up before this Court by filing the present petition under Section 482 CrPC 1973.

2. The allegations against the petitioner were of taking money from respondents No.2 & 3 for sending their son abroad. Further allegations are that an amount of Rs. One lac was deposited in the account of Ajay on 17.05.2017 and Rs.3 lacs on 26.05.2017 and Rs.91,000/- were also deposited in the account of Tarun Kumar and the said amount was transferred from Axis Bank and Central Bank of India. The allegation was of receipt of total amount of Rs.8 lacs from respondents No.2 & 3 Sukhbir Singh and Hakam Singh.

3. Petitioner seeks quashing on the grounds that he has returned a sum of Rs.1,15,000/- to the complainant-Sukhbir Singh through RTGS, based on that respondents No.2 & 3 agreed to get the FIR quashed. Petitioner has annexed a copy of bank statement (Annexure P-2) for showing the transfer of Rs.1,15,000/-. After that respondents No.2 & 3 entered into a compromise with the petitioner on 18.02.2019 vide Annexure P-3. In the compromise it was mentioned that now the respondents have taken back their money, as such there is no dispute

between them. Based on the compromise, the petitioner came up before this Court by filing petition for anticipatory bail i.e. CRM-M-17281-2019 and this Court had granted anticipatory bail on such ground alone. In the said bail petition, counsel for the complainant appeared and made categorical statement regarding compromise. It is pertinent to mention here the factum of compromise, which has been mentioned in the order dated 16.05.2019, reads as under:-

> *"During the course of hearing today, learned counsel representing both the complainants Sukhbir Singh as also Hakam Singh states that a compromise has since been effected with the petitioner herein."*

4. Petitioner's counsel submits that after the above said order, respondents refused to make statement for quashing of FIR based on compromise and then there was no option for the petitioner but to file the present petition.

5. I have heard counsel for the petitioner, State counsel as well as legal aid counsel for respondents no.2 & 3 and gone through the record and its analysis would lead to the following outcome.

6. Vide order dated 16.08.2022, Coordinate Bench of this Court had issued notice to the respondents, returnable for 14.11.2022. As per report of the Registry, service is complete. However, despite service, respondent did not appear before the Court. However, State-respondent No.1 filed its detailed reply dated 11.11.2022 through concerned Deputy Superintendent of Police. It would be relevant to extract the relevant portion of the reply, which reads as follows:-

> *"4. That in this regard, it is submitted that respondent no. 2 and 3 gave two separates complaints on 26-03-2018 to the Supdt. of Police, Yamuna Nagar for taking legal action against Sanjeev Kumar alias Surinder and the petitioner Ajay Kumar rand co-accused Tarun Kumar. In his complaint, the respondent no. 2 stated that in the month of March 2017, Sanjeev Kumar alias Surinder, who is his relative met him and said that he is doing the working of sending people abroad. After that he and Hakam Singh (respondent no. 3) talked with Sanjeev Kumar alias Surinder, then Sanjeev Kumar alias Surinder demanded Rs.8 lakh for each person and he will be responsible to send the person abroad. So, they agreed to send Vishal s/o Sukhbir Singh and Rohit s/o Hakam Singh abroad. After that they gave Rs.3 lakh to Sanjeev Kumar alias Surinder. On 17- 05-2017, they transferred Rs.1 lakh and Rs.3 lakh on Rs.26-05-2017 in the account of petitioner and also transferred Rs.91,000/- in the account of Traun Kumar and the said amount was transferred through RTGS from Axis Bank and Central Bank of India. In his complaint, the respondent no.3 stated that he had given Rs.5 lakh in cash to Sanjeev Kumar alias Surinder and also transferred an amount of Rs.3 lakh in the account of petitioner on saying of Sanjeev Kumar alias Surinder and the said amount was transferred by him from his account maintained with Central Bank of India Bilaspur to Corporation Bank, Marinda (Punjab). But the petitioner and co-accused Sanjeev Kumar alias Surinder and Traun Kumar did not send Rohit Kumar and Vishal to abroad, as such petitioner and co-accused have cheated an amount of Rs. 8 lakh each.*

5. That on the basis of aforesaid complaint, FIR No.160, dt. 30-07-2018, u/s 420, 406 IPC was registered at Police station Bilaspur. After registration of case, investigation was carried out. During course of investigation, copies of passport of Rohit and Vishal were taken into police possession and it was found that the private respondents had given Rs.2 lakh to Sanjeev Kumar alias Surinder Kumar and Rs.2 lakh to Ajay Kumar in cash on saying of Sanjeev Kumar alias Surinder Kumar. On 17- 05-2017, and amount of Rs.1 lakh was transferred in the account of petitioner. On 26- 05-2017, an amount of Rs.3 lakh each was transferred by the respondent Hakam Singh and wife of Sukhbir Singh namely Saroj Bala in the account of petitioner. On 30-06-2017, an amount of Rs.91,000/- was transferred in the account of Tarun by the respondent Sukhbir Singh from his account. Saroj Bala wife of Sukhbir transferred Rs.1,00,000/- on an amount 17-05-2017 of and Rs.3,00,000/- on 26-05-2017 from Axis Bank, Sadhaura Branch. The photocopy of statement of account is enclosed herewith as Annexure R-1. The respondent no. 3 transferred an amount of Rs.3 lakh on 26-05-2017 in the account of petitioner through RTGS from his account maintained with Central Bank of India, Bilaspur. The photocopy of statement of account is enclosed herewith as Annexure R-2."

7. I have heard counsel for the petitioner, State counsel and legal aid counsel for the respondent.

8. Perusal of the record shows that respondents duly entered into compromise with the petitioner and Annexure P-2 bears their signature which is duly corroborated with the statement made by their counsel during the hearing of bail petition of the petitioner and further the payment made to the respondents in their account. It is established on record that private respondents after taking their money which they paid to petitioner, resiled from the compromise, either to harass the petitioner or they left their interest in the proceedings and left the petitioner to his fate.

9. Given above discussion, no fruitful purpose would be achieved by continuing the criminal proceedings against the petitioner, therefore this Court accepts the compromise (Annexure P-2) and quashes the order of framing of charges, FIR and emanating proceedings from the aforesaid FIR, qua the petitioner. Bail bonds/surety bonds, if any, furnished stand discharged.

10. Petition stands disposed of with the aforesaid observations. All pending applications, if any, stand disposed of. The concerned officer to release remuneration of legal aid counsel without any delay in accordance with rules.

(ANOOP CHITKARA)
JUDGE

22.07.2024
anju rani

Whether speaking/reasoned: Yes
Whether reportable: No.