

CRM-M-40891-2023

2024:PHHC:028326

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-40891-2023

Date of Decision : February 28, 2024

ZAFRA AND ANOTHER

.....Petitioners

VERSUS

STATE OF HARYANA AND ANOTHER

.....Respondents

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present : Mr. Kunal Dawar, Advocate
for the petitioners.

Mr. Abhinash Jain, DAG, Haryana.

None for respondent No.2.

KULDEEP TIWARI, J. (Oral)

1. The petitioners on the strength of Annexure P-4 i.e. compromise dated 17.3.2023 (Annexure P-4) effected between the petitioners and the complainant-respondent No.2, throw a challenge to FIR No.08 dated 8.1.2019, under Sections 120-B/406/420 of the IPC, registered at P.S. Dhauj, District Faridabad (Annexure P-1), as well as the final report dated 10.9.2019 (Annexure P-6).

2. Learned counsel for the petitioners submits that infact the allegations, as alleged in the instant FIR, are of civil in nature and just in order to exert pressure upon the petitioners, the instant FIR has been registered, whereas, prior to the registration of the FIR, a suit for possession by way of specific performance of agreement to sell dated 19.5.2014, was already filed by the respondent-complainant and during

the pendency of that suit, the matter was compromised. The entire earnest money, as alleged in the FIR (supra) was duly paid, which fact finds mentioned in Annexure P-4 and thereupon the complainant withdrew the said civil suit. The factum of compromise was also recorded by the learned Civil Court concerned in its order dated 17.3.2023. He further submits that earlier the petitioners have filed a petition for quashing of the FIR (supra) on the basis of compromise, however, respondent No.2, who has now become *disingenuous* after compromising the matter, and did not come forward, which led the petitioners to withdraw the said petition and to file the present petition for seeking quashing of the FIR (supra) on the basis of merits. He also placed reliance upon the judgment passed by the Hon'ble Supreme Court in **Ruchi Agarwal Vs. Amit Kumar Agrawal & Ors. 2004(4) RCR (Criminal) 949 (SC)**, wherein while considering the factum of compromise, the Hon'ble Supreme Court has quashed the FIR.

3. Before this Court evince upon the submissions of the learned counsel for the petitioners, it is apt to deal with the facts in the instant petition

4. Complainant-Sudhir Singh @ Sudhir Singh Rawat (respondent No.2) has lodged an FIR against the petitioners, who are infact husband and wife, with the allegations that petitioner No.2, has entered into an agreement to sell *qua* the land measuring 8 kanals, for an amount of ₹50 lacs and out of which ₹27 lacs were given in cash in front of witnesses in Tehsil Ballabhgarh and thereupon, the agreement to sell was registered at serial No.1466 dated 19.5.2014 before the office of Sub Registrar, Tehsil Ballabhgarh. He further alleged that despite various

reminders, the accused persons did not come forward to get the sale-deed executed and on one occasion, the time for execution of sale-deed was also extended for six months. On the above allegations, the instant FIR was registered.

5. However, it is pertinent to mention that before the registration of the FIR (supra), the complainant-respondent No.2, has already filed a suit for possession by way of specific performance of agreement to sell dated 19.5.2014 and during the pendency of the FIR (supra) as well as the civil suit, on 17.3.2023 both the parties have entered into an agreement and settled their dispute. The relevant part of the agreement is extracted here-in-under:-

“4. That now 1st party in 2nd party have entered into a compromise without any coercion or pressure as per which 2nd party have returned Rs. 27 lakhs out of which Rs.18 Lakhs have been paid vide two demand drafts i.e. DD No. 424440 dated 15.03.2023 for an amount of Rs.9 Lakh and DD No. 535090 dated 15.03.2023 for an amount of Rs.9 lakhs, both DD's issued by Union Bank, Ballabhgarh district Faridabad and also returned Rs. 9 lakhs in cash and now nothing remains between the parties qua agreement to sell dated 19.05.2014 Vasika No. 1466 and all the differences between the parties are sorted out.

5. That while this agreement 1st party agrees that civil suit titled as Sudhir Singh versus Zafra & Anrshall be withdrawn by him by being personally present in court and shall present himself for getting the FIR No. 8 dated 08.01.2019 P.S. Dhauj District Faridabad pending in the court of my Shiwani Rana, JMIC, Faridabad and

get statements recorded in favour of 2nd party wherever necessary for getting FIR cancelled and shall help 2nd party if the FIR is to be quashed by way of the quashing petition in the Hon'ble High Court.”

This agreement was duly placed on record before the learned Civil Court concerned and thereupon, the learned Civil Court concerned, specifically recorded that earnest money of ₹27 lacs has been received by the complainant-respondent No.2 (plaintiff therein) and he also suffered a statement regarding the same. The relevant extract of the order dated 17.3.2023 reads as under:-

“Case file taken up today on an application for withdraw the case and refund of stamp duty moved on behalf of plaintiff. Heard. Allowed. Plaintiff appeared and suffered statement that he has compromised the matter with defendant and as per compromise, he received DD no.535090 a sum of Rs. 9 lacs, DD no.425550 of Rs. 9 lacs UBI and cash of Rs. 9 lacs from the defendant and nothing remains due. He further stated that now he does not want to proceed further with the present suit and withdraw the same and requested for refund of court fees.

Heard. In view of statement suffered by the plaintiff, present suit is hereby dismissed as withdrawn. Necessary Court fees be refunded back to the plaintiff as per rules. File be consigned to the record room, after doing needful.”

6. A perusal of the order dated 17.3.2023, makes it clear that this issue was settled in Daily Lok Adalat, Faridabad. As already recorded above, one of the conditions of the agreement was that

respondent No.2-complainant, would not have any objection regarding quashing of the FIR (supra). Despite being party to the agreement and after drawing the benefit of the agreement, respondent No.2 failed to cause appearance in the earlier round of litigation, whereby, the petitioners sought quashing of FIR (supra), on the basis of compromise. Even in the instant petition, despite validly served, respondent No.2 opted not to cause his presence, which led this Court to proceed against him as *exparte* vide order dated 19.12.2023. In the backdrop of the above recorded facts, this Court can safely conclude that the matter is purely civil in nature, which was duly compromised between the parties, however, the respondent No.2/complainant has, after taking due benefit of the compromise, now deliberately backed out from the same and is not coming forward to make statement in favour of the petitioners. Moreover, since the compromise was effected in Lok Adalat, therefore, in case the instant FIR is allowed to sustain, it would defeat the very object of settling the dispute through Lok Adalat, whose prime object is to settle the dispute amicably through compromise, so as to save time and money of the parties and to reduce personal enmity between them and to reduce the litigation.

7. Learned counsel for the petitioners further placed reliance upon the judgment rendered in the Hon'ble Supreme Court in **Mohd. Shamim Vs. Smt. Nahid Begum, 2005(1) RCR (Criminal) 697**, wherein after entering into a compromise and receiving the compromised amount, the complainant did not turn up and the Hon'ble Supreme Court despite

that considering the pendency of the criminal trial as abuse of the process of law quashed the FIR. A co-ordinate Bench of this Court also while placing reliance on the cases of **Ruchi Agarwal's** case (supra), **Deepak Arora Vs. state of Haryana & another, 2015(7) R.C.R.(Criminal) 649** and **Anand Kumar Vs. State of Haryana, 2018(4) R.C.R. (Criminal) 457** also proceeded to quash the FIR where after taking the benefit of the compromise, the complainant did not turn up to make statement.

8. On the touchstone of the law discussed here-in-above, coupled with the factual aspects, this Court deems it fit and appropriate to **quash** FIR No.08 dated 8.1.2019, under Sections 120-B/406/420 of the IPC, registered at P.S. Dhauj, District Faridabad (Annexure P-1) and all the subsequent proceedings arising therefrom, including the final report dated 10.9.2019 (Annexure P-6).

9. Ordered accordingly.

(KULDEEP TIWARI)
JUDGE

February 28, 2024
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Whether speaking/reasoned.	:	Yes/No
Whether Reportable.	:	Yes/No