



**309 IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

CRM-M-56859-2023

Date of Decision: 23.10.2024

Hardeep Singh

...Petitioner

Versus

State of Punjab and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE RAJESH BHARDWAJ

Present:- Mr. S.S. Salar, Advocate
for the petitioner.

Mr. Karunesh Kaushal, A.A.G., Punjab.

Ms. Archana Chauhan, Advocate for
Mr. Sushil Jain, Advocate for respondent No.2.

RAJESH BHARDWAJ.J (Oral)

1. Instant petition has been filed under Section 482 Cr.P.C. praying for quashing of FIR No.89 dated 13.05.2021, under Section 420 IPC registered at Police Station Dehlon, District Ludhiana.

2. Succinctly, the facts of the case are that the present case was registered on the complaint filed by Bhupinder Kaur, wherein it was alleged that she and her husband wanted to purchase some property and they contacted one Deepak Bansal – property dealer who was already known to her husband and was on visiting terms. He disclosed that a party wants to sell 2 ½ Killa land in village Gurm District Ludhiana and he will get the deal of the same done with them. He made them to meet Hardeep Singh, the present petitioner along with his son, namely, Jaggi and they disclosed that Hardeep Singh was owner of 20 Kanal 0 marla land situated in village Gurm Dehlon Tehsil Dehlon, District Ludhiana, which is free from all encumbrances/dispute and on the assurance given by the said Deepak Bansal, to the complainant and her husband, they struck the deal with the



said persons. It was agreed that the land shall be sold @ of Rs.26,75,000/- per acre. The agreement was written and they advanced Rs.2,00,000/- as earnest money to Hardeep Singh and his son Jaggi and Deepak Bansal. It was further alleged that Hardeep Singh signed the agreement as vendor and Deepak Bansal is the witness and the date of execution of the sale deed was fixed as 15.11.2019. Thereafter, above said persons received Rs.8,00,000/- on 08.05.2019, Rs.9,50,000/- on 09.08.2019, Rs.15,50,000/- on 01.09.2019 and Rs.15,00,000/- on 27.02.2019. Out of this amount, some of the amount was paid by cheques, while the rest was paid in cash. It was further alleged that on many occasions Vijay Kumar, who is a property dealer was also present there. Thus, the accused received Rs.50,00,000/- in all. On 15.11.2019, the accused avoided to execute the sale deed on one pretext or the other. It was further alleged that due to tension and stress, her husband died on 10.08.2020 and despite repeated requests the accused failed to execute the sale deed. Later on they came to know that the land agreed to be sold to them, was already mortgaged with State Bank of Patiala, which fact was not disclosed to them and thus, the accused have cheated the complainant and ultimately the complaint was filed with the police on which investigation started.

3. Learned counsel for the petitioner has stated that during pendency of anticipatory bail i.e. CRM-M-22991-2021 before this Court, the parties compromised the matter and as per the compromise, the complainant received an amount of Rs.50,00,000/- from the petitioner and as such the anticipatory bail filed by the petitioner was allowed vide order dated 04.07.2022. He has further stated that the matter has been compromised and the petitioner has already performed his part of settlement and has paid an



amount of Rs.50,00,000/- to the complainant and as such the present FIR is liable to be quashed. In view of the settlement arrived at between the parties.

4. After issuance of notice of motion, Mr. Sushil Jain, Advocate has put in appearance on behalf of the complainant/respondent No.2 and has denied the factum of compromise between the parties.

5. Learned counsel for the petitioner has drawn the attention of this Court to the order dated 04.07.2022 passed in CRM-M-22991-2021 wherein it is recorded that counsel for the complainant had made a statement regarding receipt of Rs.50,00,000/- by the complainant and pleaded no objection regarding cancellation of the FIR. He submits that despite the compromise and receipt of Rs.50,00,000/- now the complainant has backed out of compromise and intentionally exploiting the petitioner. He has further stated that in these circumstances, the present FIR is nothing but an abuse of process of the Court, which is liable to be quashed.

6. Heard. Today, Ms. Archana Chauhan, Advocate has put in appearance on behalf of the complainant/respondent No.2 and has reiterated that there is no compromise between the parties, however, she has not denied the factum of receipt of Rs.50,00,000/- from the petitioner. Rather, in the proceedings pending in the anticipatory bail bearing CRM-M No.22991 of 2021, the counsel for the complainant has affirmed the receipt of Rs.50,00,000/- from the petitioner and as such now she cannot be permitted to back out of the terms of the compromise, specially when the petitioner has already performed his part of the settlement by paying the amount of Rs.50,00,000/- to her. This Court finds that resiling from the compromise by the complainant is immaterial and the continuation of the present case would be an abuse of the process of the Court.



7. After hearing learned counsel for the parties and going through the file, it is clear that the total amount of Rs.50,00,000/- was paid to the petitioner by the complainant for purchase of the land but the sale could not be materialized and ultimately dispute arose regarding this amount, which was ultimately compromised and the petitioner agreed to pay the said amount of Rs.50,00,000/- to the complainant which he actually paid and this fact regarding receipt of the said amount has been admitted by the learned counsel for the complainant/respondent No.2 while appearing in the anticipatory bail during the hearing of bail by this Court on 04.07.2022 in CRM-M No.22991 of 2021 and on the basis of his admission, the said anticipatory bail was allowed in favour of the petitioner. Although the complainant has received an amount of Rs.50,00,000/- from the petitioner still she has backed out from the compromise and now she is not coming forward to support the compromise, rather she is disputing the same.

8. Under these circumstances, the complainant could not be allowed to back out especially when she has already received an amount of Rs.50,00,000/- from the petitioner in lieu of settlement/compromise effected between the parties. The complainant has no right to retain the amount of Rs.50,00,000/- on one hand and deny the factum of compromise between the parties on the other hand. Her counsel has failed to explain as for what purpose the amount of Rs.50,00,000/- was paid to her by the petitioner if the same was not in lieu of the compromise effected between the parties.

9. The Coordinate Bench of this Court in the case of **Ram Lal and others Vs. State of Haryana and another, 2008(2) RCR (Criminal) 823**, has held that when the parties have entered into a compromise, and the complainant has backed out from the same, the FIR is liable to be quashed in



such like situation. The relevant paragraph of the said judgment reads as under:

“4. Learned counsel for the petitioners by placing reliance upon the judgment of Hon'ble Supreme Court in the case of Mohd. Shamim Vs. Smt. Nahid Begum, 2005(1) RCR (Criminal) 697: 2005(1) Apex Criminal 299(SC) contends that in view of the compromise having been entered into between the parties and amount having been received by the complainant, the continuation of proceedings is nothing but misuse of the process of the Court. The Hon'ble Supreme Court has been pleased to observe as under:-

14. This Court in Ruchi Agarwal Vs. Amit Kumar Agrawal and others, 2004(4) RCR (Criminal) 949(SC):2004(8) Supreme 525, in almost a similar situation has quashed a criminal proceeding against the husband, stating “Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.

8. In view of the above said subsequent events and the conduct of the appellant, it would be an abuse of the process of the Court if the criminal proceedings from which this appeal arises is allowed to continue.”

10. In view of the abovesaid facts and circumstances of the case and the law settled in the abovesaid judicial precedent, the present petition is allowed. Consequently, FIR No.89 dated 13.05.2021, under Section 420 IPC registered at Police Station Dehlon, District Ludhiana is hereby quashed qua the petitioner on the basis of compromise.

23.10.2024
ps-I

(RAJESH BHARDWAJ)
JUDGE

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