IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M- 3900 of 2020
Date of decision : August 27, 2025

Satinder Pal Singh

...... Petitioner

Versus

State of Punjab and another

...... Respondent

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

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Present :-Mr. Mohinder Kumar, Advocate
for the petitioner.

Mr. I. P. S. Sabharwal, DAG., Punjab.

Mr. Ankit Kaushal, Advocate for respondent No.2.

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VINOD S. BHARDWAJ, J. (Oral)

1. The petitioner has filed the instant petition under Section 482 of the Cr.P.C. for quashing of FIR No. 152 dated 25.05.2016 (Annexure P-1) under Sections 406, 420, 465, 468, 471 IPC registered at Police Station Navi Baradari, Jalandhar City, Police Commissionerate Jalandhar, Punjab along with all other consequential proceedings arising therefrom.

2. Learned counsel for the petitioner submits that the petitioner had been falsely implicated in the aforesaid case. He submits that the petitioner is a bonafide purchaser of car No. PB-08-CG-0750 make Ertiga VDI and is a registered owner of the above said car. Copy of the registration certificate dated 11.01.2013 had also been issued in the name of the petitioner by the Registration Authority, Jalandhar. The said car was purchased by the petitioner from its original owner Munish Bahri i.e. co-accused in the year 2013. The

entire sale consideration had been paid by the petitioner and all documents for transfer of ownership were executed in favour of the petitioner. A "No Dues Certificate/No Objection Certificate issued by the Punjab Gramin Bank had also been issued in favour of the petitioner regarding clearance of the loan availed by Munish Bahri against the said car. After purchase of the said car from first owner Munish Bahri, the petitioner had hypothecated the said car with HDFC Bank and cleared the loan on 28.02.2018 and the HDFC Bank had issued loan closure letter dated 21.03.2018 to the petitioner. Notwithstanding the same, the Manager, Punjab Gramin Bank, Waryana, Jalandhar gave a complaint for registration of FIR against Munish Bahri i.e. vendor of the petitioner alleging that Munish Bahri had availed Car Loan facility from Punjab Gramin Bank for purchase of the above said car but failed to repay the bank loan and had sold the car without intimation to the Bank.

3. Learned counsel for the respondent-Bank on instructions from Ms. Deepshikha Saini, Manager Punjab Gramin Bank informs that the entire loan amount of the Punjab Gramin Bank stands settled and there is no outstanding amount against the petitioner. He further does not dispute that the Bank had no transaction with the petitioner herein.

4. Taking into consideration that there is no pending dispute inter-se between the petitioner and the respondent-Bank and the entire loan amount of respondent No.2-Bank has already been settled, the continuation of the proceedings against the petitioner, who

is a subsequent purchaser for consideration would be an abuse of the process of law.

5. The present petition is allowed. The FIR No. 152 dated 25.05.2016 (Annexure P-1) under Sections 406, 420, 465, 468, 471 IPC registered at Police Station Navi Baradari, Jalandhar City, Police Commissionerate Jalandhar, Punjab along with all other consequential proceedings arising therefrom stands quashed.

(VINOD S. BHARDWAJ)
JUDGE

August 27, 2025
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Whether speaking/reasoned **Yes/No**
Whether Reportable : **Yes/No**