



258 **IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CRM-M-35445-2021 (O & M)
Date of decision: 05.03.2025

RENU MANRAO AND OTHERS

...PETITIONERS

V/S

STATE OF HARYANA AND ANOTHER

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Kapil Aggarwal, Advocate for the petitioners.

Mr. Ramesh Kumar Ambavta, AAG, Haryana.

Mr. Nitesh Singhi, Advocate for respondent No.2.

HARPREET SINGH BRAR, J. (ORAL)

1. This petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No.51 dated 10.07.2021 under Sections 120-B, 406, 420 of IPC, registered at Police Station Mansa Devi Complex, District Panchkula (Annexure P-1) along with all subsequent proceedings arising therefrom on the basis of compromise dated 14.07.2021 (Annexure P-4).
2. Brief facts of the case as alleged are that the petitioners, being in Uganda, hired the services of the complainant/respondent No.2 telephonically for makeover and completion of their house located at 228-A, Sector 4, MDC, Panchkula, Haryana. Thereafter, when the complainant/respondent No.2 completed the work of aforesaid house by spending an amount of Rs.75 lakhs, the petitioners denied to pay the money spent by him. For the purpose of completion of work in the house, possession of the property was handed over to the complainant. As such, he became the licensee of the above said property till the time, they will pay the entire amount and with intention to harras the



complainant/respondent No.2, the petitioners filed false cases against him and threatened him with dire consequences. Hence, the FIR (*supra*) was registered.

3. Learned counsel for the petitioners *inter alia*, contends that the compromise deed (Annexure P-4) was signed and executed before the Court of learned Civil Judge, Senior Division, Panchkula. He submits that as per the settlement deed the entire amount has been paid to complainant/respondent No.2. Further, after encashing all the cheques given by the petitioners, respondent No.2 is not abiding by the condition of compromise and the petitioners have complied with all terms and conditions caste upon them, whereas the complainant has resiled from his undertaking which was duly incorporated in para 13, which is reproduced as under :

“First party agrees that the FIR 0051, dated 10/07/2021 at Mansa Devi Complex Police Station, Haryana Police, will be quashed and first party will give his consent for the same in the Hon'ble High court of Punjab and Haryana, at Chandigarh. Further First Party will help complete all the formalities i.e., giving statements in the court, documents etc. for quashing of the above FIR. The first party will appear before the Court of Sh. Hukam Singh, A.S.J., Panchkula and give affidavit in Anticipatory Bail application titled as Renu Manrao Vs State of Haryana for giving hiv consent for grant of Anticipatory Bail to Renu Manrao”

Learned counsel for the petitioners submits that at the time of execution of the compromise, the respondent No.2 has duly accepted the settled amount and raised no objection, however, now he is making one excuse or putting fresh conditions for deposing in terms of the compromise for quashing of FIR (*supra*). As such, act and conduct of the complainant/respondent No.2 is not sustainable in view of the ratio of law laid down by Hon'ble Apex Court in ***Ruchi Agarwal vs. Amit Kumar Agarwal***



2004(4) R.C.R(Criminal) 949. Further, in view of the compromise, respondent No.2 has suffered a statement before the Additional Civil Judge, Senior Division, Panchkula on 15.07.2021 and has withdrawn the suit for recovery of Rs.75 lakhs filed by him and it has been specifically recorded in his statement that he has received five post-dated cheques amounting to Rs.70 lakhs in total and he has handed over the keys of House No.228-A, Sector 4, MDC, Panchkula, Haryana to the petitioners.

4. Learned State counsel assisted by learned counsel for respondent No.2 submits that petitioner No.1 had entered into an agreement to sell qua the flat No.1273 situated in Sector 48-B, Chandigarh for total sale consideration of Rs.1 crore and petitioner No.1 has already received an amount of Rs.52 lakhs from him and he is ready to pay the remaining amount of Rs.48 lakhs to petitioner No.1 and respondent No.2 has filed a suit for specific performance of the agreement to sell of the aforementioned flat, which is pending for 10.03.2025. Further, cancellation report in the FIR (*supra*) was presented before the jurisdictional Court and the petitioners have produced impersonator of respondent No.2, on whose no objection, the cancellation report was accepted qua the FIR (*supra*). In this regard, the complaint was made by respondent No.2 and inquiry is also initiated by learned Civil Judge, Senior Division, Panchkula. However, learned counsel for respondent No.2 could not controvert the fact that he has received the entire settled amount of Rs.70 lakhs and cheques were encashed by him and the amount stood deposited in the account of respondent No.2 by the petitioners.

5. In rebuttal, learned counsel for the petitioners submits that the perusal of order dated 23.09.2022 (Annexure P-16), indicates that after confirmation of the identity of respondent No.2, the cancellation report was



accepted.

6. Having heard the learned counsel for the parties and after perusing the record with their able assistance, it transpires that the matter had been compromised between the parties, as recorded by them in compromise deed dated 14.07.2021 before the Court of learned Civil Judge, Senior Division, Panchkula (Annexure P-4). However, respondent No.2 is not coming forward for getting FIR (*supra*) quashed in support of the compromise and making excuses on one account or the other. A perusal of Annexure P-4 indicates that compromise has been effected between the parties and the petitioners have paid the entire settled amount of Rs.70 lakhs to respondent No.2, in accordance with the terms of the compromise. As such, respondent No.2 has clearly resiled from the compromise after deriving benefit from it and allowing the same would be detrimental to the cause of justice.

7. A two Judge bench of the Hon'ble Supreme Court in ***Ruchi Agarwal vs. Amit Kumar Agarwal 2004(4) R.C.R(Criminal) 949***, speaking through Justice Umesh C. Banerjee, opined as follows:

“6. It is based on the said compromise the appellant obtained a divorce as desired by her under Section 13B of the Hindu Marriage Act and in partial compliance of the terms of the compromise she withdrew the criminal case filed under Section 125 of the Criminal Procedure Code but for reasons better known to her she did not withdraw that complaint from which this appeal arises. That apart after the order of the High Court quashing the said complaint on the ground of territorial jurisdiction, she has chosen to file this appeal. It is in this background, we will have to appreciate the merits of this appeal.

7. Learned counsel appearing for the appellant, however, contended that though the appellant had signed the



compromise deed with the above-mentioned terms in it, the same was obtained by the respondent-husband and his family under threat and coercion and in fact she did not receive lump sum maintenance and her Stridhan properties, we find it extremely difficult to accept this argument in the background of the fact that pursuant to the compromise deed the respondent-husband has given her a consent divorce which she wanted thus had performed his part of the obligation under the compromise deed. Even the appellant partially performed her part of the obligations by withdrawing her criminal complaint filed under Section 125. It is true that she had made a complaint in writing to the Family Court where Section 125 Criminal Procedure Code proceedings were pending that the compromise deed was filed under coercion but she withdrew the same and gave a statement before the said court affirming the terms of the compromise which statement was recorded by the Family Court and the proceedings were dropped and a divorce was obtained. Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the 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. Further, a Co-ordinate Bench of this Court in **Krishan Singh and Others vs. State of Punjab and Another 2020(4) R.C.R. (Criminal) 327**, speaking through Justice Jaishree Thakur, made the following observations:

*“7. The judgment as rendered in **Ruchi Agarwal (supra)** has subsequently been followed in **Mohd. Shamim vs. Smt. Nahid Begum, 2005 (1) RCR (Criminal) 697** and **Shlok Bhardwaj Vs. Runika Bhardwaj and others, 2015 (2) SCC***



*721, wherein it has been held that after the matter has been settled between the parties the wife is estopped from continuing criminal proceedings. The judgment of **Mohd. Shamim vs. Smt. Nahid Begum(supra)** has subsequently been followed by this Court in '**Nirmal Sachdeva vs. State of Haryana and another, 2008 (27) RCR (Criminal)153**', '**Kamal Kishore and others vs. State of Punjab and another, 2006 (2) RCR (Criminal) 342**', and '**Naveen and others vs. State of Haryana and another 2019 CrI. LJ 1004**' in CRM-M-17367-2018 decided on 06.12.2018 and '**Ram Lal and others Vs. State of Haryana and another, 2008(2) RCR (Criminal) 823**'. "(emphasis added)*

8. In view of the discussion above, the present petition is allowed and FIR No.51 dated 10.07.2021 under Sections 120-B, 406, 420 of IPC, registered at Police Station Mansa Devi Complex, District Panchkula (Annexure P-1) and all subsequent proceedings arising out of the same are hereby quashed qua the petitioners.

9. However, nothing observed therein shall be construed upon the merits of the case and the order passed by this Court will have no bearing on the outcome of the inquiry or the civil suit filed by respondent No.2.

10. Pending miscellaneous application(s), if any, also stand(s) disposed of.

March 05, 2025
manisha

(HARPREET SINGH BRAR)
JUDGE

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|------|---------------------------|--------|
| (i) | Whether speaking/reasoned | Yes/No |
| (ii) | Whether reportable | Yes/No |