2025:PHHC:127031

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

SR. NO.226

1. CRM-M-33569-2024 (O&M)
DATE OF DECISION:28.08.2025

VIPIN NAGI AND OTHERS

…PETITIONER(S)

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENT(S)

2. CRM-M-58707-2023 (O&M)

GURVINDER SINGH BAJWA

…PETITIONER(S)

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENT(S)

3. CRM-M-55872-2023 (O&M)

NAWAL KISHORE AND ANOTHER

…PETITIONER(S)

VERSUS

STATE OF PUNJAB AND OTHERS

...RESPONDENT(S)

CORAM: HON'BLE MR. JUSTICE N.S. SHEKHAWAT

Present: Mr. Akshay Jain, Advocate with
Mr. Vipin Negi, Advocate,
Mr. Dharmendra Kumar Tiwari, Advocate,
Ms. Aditi Walia, Advocate and
Ms. Sonal Gupta, Advocate
for the petitioners in CRM-M-33569-2024.

Mr.ADS Sukhija Advocate
for the petitioner(s) in CRM-M-55872-2023.

Mr. Sidharth Sharma, Advocate
for the petitioner(s) in CRM-M-58707-2023.

Mr.Ravneet Singh Joshi, DAG, Punjab.

Respondent No.2-Sonia Bawa @ Simarleen Kaur-in person.

N.S. SHEKHAWAT, J.

1. This order shall stand disposed off aforementioned three petitions, whereby the petitioners have prayed for quashing of FIR No.147 dated 24.05.2014 under Sections 420/406/467/468/471/120-B/409/477-A IPC registered at Police Station Kapurthala City, Kapurthala along with all consequential proceedings arising therefrom. Since common questions of law and facts are involved in all three cases and same arise out of a common FIR, all these cases are being disposed of by this common order.

2. The FIR in the present case was registered on the basis of the statement and complaint filed by Sonia Bawa and the same is reproduced below:-

> *"Complaint against Mr. Sukhwinder Singh and others for cheating Breach of trust, Misappropriation of funds, falsification of accounts impersonation and forgery to the tune of over rupees 6-7 crores in connivance and common intention with others.*
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> *That I Mrs. Sonia Bawa wife of Shri Kiran Bawa resident of H.No. 1 Palace Road, Lower Mall, Kapurthala bring to your kind notice that Mr. Sukhwinder Singh son of Sardar Karnail Singh resident of 163 Vivekanada Park, New Grain Market, Maqsudan, Jalandhar developed friendly family relations knowing I belong to a respected and financial sound family. In his discussions he used to paint a very rosy picture that his business of imports was booming. Materials imported was sold through high sea sales to reported companies and as he was short of capital and because he owned Agricultural lands which Banks were not accepting as security often requested that I should help by investing or joining him and promised to compensate good returns. When repeatedly I informed that our family believes in business with own fund from institutions as they carry interest burden with it and we are content within our*

own means/ limitations and therefore none of us is in a position to plough cash assets he came up with a novel proposal to start import of scrap materials in the name of M/s Ikaum impex wherein in lieu of my husband's personal ancestral house as security/mortgage he through its personal contacts would arrange bank limits and got sanctioned the said limits. All imports were sold on high sea basis thereby no default or loss of any kind apparently came to surface in the initial period in March 2014. I was telephonically called and informed by State Bank of India Chandigarh that huge outstanding of over 6-7 crores have been developed in account against buyers credit and LC. We were shocked to find that several transactions against letters of credit terms were modified and were given acceptance by him to the contrary to the mandate in partnership deed and bank undertaking and on due dates all these letters of credit were developed (unpaid) leaving huge outstanding sales were on High Sea basis payments including customs duties that were to be paid by the buyers. On taking up the issue with Mr. Sukhwinder Singh, he admitted to having diverted/siphoned payments through camouflage operandi of routing by other accounts which was in the knowledge and tacit approval of bank officials who in connivance/cohert allowed the same and also that he had been submitting fudged/doctored statements receivable for drawing power limits even stock verifications were carried out by chartered accountants and bank officials from the to time. He, Mrs. Amarjit Kaur, Mr. Karnail Singh and other pleaded and assured promised to deposit the entire outstanding amounts with state bank of India. His father Mr. Karnail Singh in addition offered the following lands be sold and proceeds be deposited in bank to stall defer any action by us showing they are respectable land owners and their land is worth 10 crores and they will not shy away from liabilities. To complete the sale process buyer for land they requested for four weeks' time and promised at least Rs.2,00,00,000/-will be *deposited by 24.4.2014 in support to his prove his bonafide Mr. Karnail Singh produced following Fard/Kathauli his passport copy, PAN Card copy and agreements depicting land details of ownership shape as under:- Kathauli No. Fard/Khatauli Name Mentioned Total Area On 74 Karnail Singh s/o Gian Singh 2. Kanal 13 Marla, 86 Karnail Singh 1. Kanal 10 Marlas, 664 Karnail Singh 19. Kanal 12 Marla, 665 Karnail Singh 6. Kanal 13 Marla, 666 Karnail Singh 60. Kanal 6 marla, 667 Karnail Singh 4. Kanal 7 marla, 668 Karnail Singh 38. Kanal 11 Marla, 676 Karnail Singh 80. Kanal 5 marla, 677 Karnail Singh 7. Kanal 18 marla, 678 Karnail Singh 1. Kanal 18 marla, 679 Karnail Singh 9 marla Mr. Sukhwinder Singh, Mr. Karnail Singh, Mr. Paramjit Singh and others collectively promised and guaranteed honouring of commitments made above. We were promised 1st instalment of Rs.2,00,00,000/- (Rs. Two Crores Only) to be paid on or before 22.4.2014 and were shocked when we reached and tried to contact these persons at the addresses and mobile numbers all in vain. That the above stated person's along with their families the premises locked removing the cheque books, books of accounts, cash books along with other documents before leaving on the intervening period of 22th & 23th April 2014. I was unaware that this was all being done by Mr. Sukhwinder Singh and ors. in furtherance of their criminal intent and design to cheat and defraud me and cause wrongful loss to me. I have been contacted by recovery agents, claiming a loan against property was availed by him and that I have counter guaranteed the loan which again is surprising as I have never visited nor any Bank executive visited me for my signatures. My signatures have been forged and used. Similarly a Mercedes Car was purchased with a loan from State Bank of India and since that day Mr. Sukhwinder Singh and his family are not contactable the same appears to have been disposed off without my signatures or possibly forged signatures. You are requested to kindly register an FIR and get the matter* *investigated under the provisions of IPC against the named/unnamed persons involved. I would like to add that Mr. Sukhwinder Singh and his accomplices have similarly defrauded several other people thereby swinding over 4.50 crores app. In anticipation of a quick response. Your's Faithfully Sonia Bawa, 1 Palace Road Lower Mall Kapurthala."*

3. Learned counsel for the petitioners have vehemently argued that from a bare perusal of FIR (Annexure P-1), the allegations were primarily levelled against Sukhwinder Singh son of Karnail Singh, Mrs. Amarjit Kaur wife of Sukhwinder Singh, Karnail Singh son of Gian Singh and Paramjit Singh son of Harbans Singh. In fact, Sukhwinder Singh, co-accused had entered into a partnership with respondent No. 2/complainant and they had jointly incorporated a firm M/s Ikaum Impex. The petitioners had no concern with the said partnership firm and were merely employees of State Bank of India/Kotak Mahindra Pvt. Limited (which had financed a car loan to firm of respondent No. 2 and other connected persons). The petitioners had no concern with the affairs of M/s Ikaum Impex. After registration of the FIR, the matter was amicably resolved between respondent No. 2/complainant on the one hand, the petitioners and Sukhwinder Singh, Karnail Singh, Amarjit Kaur, Paramjit Singh etc. on the other hand. As per the said compromise-deed dated 01.02.2023, Sukhwinder Singh etc. agreed to pay a sum of Rs.5 crores to respondent No.2 to settle their dispute. Still further, respondent No.2 agreed to appear before the Chief Judicial Magistrate, Kapurthala or any other competent court of law to affirm that the disputes had been amicably settled between all the parties. The petitioners were also the signatories to the said compromise (Annexure P-2). After the compromise, the State Bank of India settled the account of M/s Ikaum Impex

under **One Time Settlement Scheme, 2019** (Annexure P-3) and respondent No.2 was conveyed that she would withdraw all civil and criminal cases after acceptance of the OTS offer. She was asked to give her willingness to settle the dues latest by 23.09.2019. On 17.09.2019, respondent No. 2/complainant sent her request to the State Bank of India and accepted the offer of OTS 2019-20 of Non-Performing Asset (NPA) in the name of M/s Ikaum Impex. She accepted the proposal and requested the Bank to consider her application and to do the needful. By agreeing with the letter of acceptance (Annexure P-4) issued by respondent No.2, the State Bank of India issued a "No Due Certificate" to M/s Ikaum Impex, respondent No. 2, Sukhwinder Singh and Kiranjit Singh Bawa. Even the NOC (Annexure P-5) was issued by the State Bank of India subject to withdrawal of cases filed against the Bank before various courts.

4. Learned counsel for the petitioners further submitted that after conclusion of the investigation, challan was presented before the competent court and charge was also framed. Since the matter had been settled, the petitioners along with four other accused filed CRM-M-7189-2023 before this Court with a prayer to quash the FIR (Annexure P-1) and all subsequent proceedings arising therefrom, on the basis of compromise-deed (Annexure P-2). This Court ordered the recording the statement of respondent No.2 and all the petitioners. Respondent No. 2 appeared before the Chief Judicial Magistrate, Kapurthala and made the following statement:-

> *Statement of Sonia Bawa @ Simarleen Kaur, aged about 52 years, w/o Kiranjit Bawa, r/o one palace road, Kapurthala, presently residing at Bombay Motor Trading Company, Sultanpur Road, Kapurthala along with counsel Sh. Sunil Chhabra, Advocate*
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> *Stated that I am the complainant in case FTR No 147 dated 24.05.2014, u/s 420, 406, 467, 468, 471, 120-B IPC and*

409, 477A IPC added later was got registered at P.S. City, Kapurthala against accused Sukhwinder & Ors. The police in their investigation arrayed the accused persons namely 1. Sukhwinder Singh s/o Kernail Singh, r/o 163. Maksuda, Jalandhar 2. Karnail Singh s/o Gian Singh r/o 163. Maksuda, Jalandhar. 3. Paramjit Singh s/o Harbans Singh r/o H.No.172, Ward No.12, VPO Tanda, District Hosiarpur. 4. Amarjit Kaur @ Amanjit Kaur w/o Sukhwinder Singh, r/o 163. Maksuda. Jalandhar 5. Deepak Bajaj s/o Jagdish Kumar, r/o H. No. B34/230/8, Chander Nagar. Inder Vihar. Ludhiana. 6. Nawal Kishore, s/o Shiv Bhagwan, r/o D-1902. Amrapali Eden Park, Sector 50, Noida, Gautam Buddha Nagar, UP, 7. Garima Parihar, w/o Arun Mehta, d/o Chhabil Dass, r/o H.No.2453, BSNL Society, Near PCA Stadium, Sector 50 C. Chandigarh, 8. Ajay Gautam, s/o Parkash Chand, r/o H. No.564, sector 36 B, Chandigarh, 9. Rajeev Singhi, s/o Krishan Lal Singhi, r/o H.No.1801, Sector 22-B Chandigarh, 10. Sonal Gupta @ Sonal Bansal, w/o Navjeewan Gupta, r/o H.No.205, GH-09, Sector 20 Pachkula. 11. Gurvinder Singh Bajwa, s/o Hazoor Singh Bajwa, r/o H. No. 534. Urban Estate Phase 2. Jalandhar. 12. Vipin Nagi, s/o KS Negi, r/o H. No 208. GHS-34, Sector 20. panchkula, 13. Dharmendra Kumar Tiwari, s/o Shambhu Nath Tiwari, r/o 2383, 1st Floor, Sector 44 C. Chandigarh and 14. Aditi Walia, w/o Naresh Kumar Walia. r/o H. No. 991, Sector 17, HUDA, Jagadhri, Yamunagar, Haryana. I had been approached on behalf of Sukhwinder Singh and he offered to pay back the amount due towards me as the settlement amount. On dated 09.09.2022, he got sent a wire transfer of USD 126000, on dated 01.11.2022 of USD 121500, on dated 15.11.2022 of USD 123000, on dated 23.02.2023 of USD 122000 and on dated 24.02.2023 of USD 122000 in my account number 152501512955 ICICI Bank phase X, Mohali branch as full and final settlement. The amount received in my account is Rs. 49529612.3. If the Hon'ble court finds it appropriate to *accept the quashing petition/cancellation of this FIR/Charge sheet against all the accused on the basis of this settlement. I will have no objection. The compromise is out of my free will and without any pressure/threat/coercion. Accused Sukhwinder Singh, Kernail Singh, Amanjit Kaur and Paramjit Singh are the proclaimed persons in the present case."*

5. Learned counsel for the petitioners submitted that as per the statement of respondent No.2 as reproduced above, it is apparent that she had expressed no objection to quashing of the FIR by this Court and fairly stated that the compromise was out of her own free will and without any pressure. Ultimately, the petition i.e. CRM-M-7189-2023 came up for hearing before this Court on 18.10.2023. While disposing off the said petition, this Court observed that four co-accused/non-applicants, namely Sukhwinder Singh, Amarjit Kaur, Karnail Singh and Paramjit Singh were already declared proclaimed offenders and it was not appropriate to quash the FIR qua them. However, the present petitioners were granted liberty to file a separate quashing petition on the basis of the compromise-deed dated 01.02.2003 (Annexure P-2). Consequently, the aforementioned petitions have been filed in terms of liberty granted by this Court vide judgment (Annexure P-11).

6. On the other hand, learned State counsel has opposed the submissions made by the learned counsel for the petitioners on the ground that in the present case, the allegations against the petitioners were found to be correct during investigation and challan has already been presented against the petitioners as well. Therefore, petitioners may raise their defence during trial itself and the petitions in hand deserve to be dismissed by this Court.

7. Respondent No. 2, who is present in person, has also opposed the submissions made by learned counsel the petitioners. However, she was not in possession to controvert the factual submissions made by the learned counsel for the petitioners. She stated that the compromise (Anneure P-2) was entered into between the parties, but co-accused Sukhwinder Singh/non-applicant had not paid certain amounts to her and even the petitioners were hand in glove with other accused Sukhwinder Singh, Amarjit Kaur, Karnail Singh and Paramjit Singh.

8. I have heard counsel for the parties and perused the record carefully.

9. There is no dispute that the parties had entered into a compromise vide compromise-deed dated 01.02.2023 (Annexure P-2). The officials of State Bank of India had entered into One Time Settlement with respondent No. 2 and respondent No.2 was called upon to withdraw all the cases. Vide letter dated 17.09.2018 (Annexure P-4), respondent No. 2/complainant accepted the proposal and requested the Bank to consider her request for OTS under the OTS Scheme 2019-20. Thereafter, the State Bank of India issued a NOC dated 14.11.2019 (Annexure P-5) to respondent No.2, her firm M/s Ikaum Impex, Sukhwinder Singh and Kiranjit Singh Bawa. Thereafter, the petitioners and respondent No.2 along with others had filed CRM-M-7189-2023 before this Court for quashing of FIR (Annexure P-1) on the basis of compromise-deed dated 01.02.2023. It is also apparent that during the course of proceedings, respondent No.2 appeared before the Chief Judicial Magistrate, Kapurthala and she agreed that she had no objection for quashing of the FIR against all the accused, on the basis of settlement and she had entered into a compromise out of her own free will. Respondent

No.2 was duly identified by her counsel before Chief Judicial Magistrate Kapurthala and her photograph was also duly identified by her counsel. Later on, the quashing petition could not be allowed on the ground that multiple cases were pending against four co-accused/non-applicants, namely, Sukhwinder Singh, Amarjit Kaur, Karnail Singh and Paramjit Singh, non-applicants, but liberty was reserved to the petitioners to file a separate quashing petition on the basis of compromise. Now, during the course of arguments, respondent No. 2 has resiled from the earlier compromise and objected to quashing of FIR against the petitioners. However, she cannot be permitted to withdraw at this stage.

10. In fact, the similar controversy has been discussed by this Court as well as the Hon'ble Supreme Court in number of judgments and the Courts have pondered over the issue as to whether the continuation of such criminal complaints would amount to abuse of the process of the Court. The Hon'ble Supreme Court in a matter, i.e., **Criminal Appeal No. 1274 of 2004 (Arising out of SLP (Crl.) No. 3769 of 2003)** decided on 05.11.2004 titled as "***Ruchi Aggarwal Vs. Amit Kumar Agrawal"*** has held as follows:-

> *"4.In the compromise petition, referred to herein above, both the parties had agreed to withdraw all the civil and criminal cases filed by each against the other. It is pursuant to this compromise, the above divorce as sought for by the appellant was granted by the husband and pursuant to the said compromise deed the appellant also withdrew Criminal Case No.63 of 2002 on the file of the Family Court, Nainital which was a complaint filed under Section 125 of the Criminal Procedure Code for maintenance. It is on the basis of the submission made on behalf of the appellant and on the basis of the terms of the compromise, said case came to be dismissed.*

However, so far as the complaint under Sections 498A, 323 and 506 IPC and under Sections 3 and 4 of the Dowry Prohibition Act is concerned, which is the subject matter of this appeal, the appellant did not take any steps to withdraw the same. It is in those circumstances, a quashing petition was filed before the High Court which came to be partially allowed on the ground of the territorial jurisdiction, against the said order the appellant has preferred this appeal.

5.From the above narrated facts, it is clear that in the compromise petition filed before the Family Court, the appellant admitted that she has received Stridhan and maintenance in lump sum and that she will not be entitled to maintenance of any kind in future. She also undertook to withdraw all proceedings civil and criminal filed and initiated by her against the respondents within one month of the compromise deed which included the complaint under Sections 498A, 323 and 506 IPC and under Sections 3 and 4 of Dowry Prohibition Act from which complaint this appeal arises. In the said compromise, the respondent-husband agreed to withdraw his petition filed under Section 9 of the Hindu Marriage Act pending before the Senior Judge, Civil Division, Rampur and also agreed to give a consent divorce as sought for by the appellant.

6.It is based on the said compromise the appellant obtained a divorce as desired by her under Section 13(B) 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 Cr.P.C. 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".

11. Still further, a 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.*
>
> ***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".*

12. A Coordinate Bench of this Court has held in the matter of ***Paramjit Khanna Vs. Inder Pal, 2018(4) R.C.R. (Criminal) 757*** as under:-

12.Since both the parties have compromised the dispute before the Civil Court, which was followed by recording the statement of the parties and passing of a decree, distributing the property as settled between the parties, specially in view of the Clause 'F' of the compromise, and as per the statement of respondent/complainant recorded before the Civil Court on

08.01.2014, that all the parties are bound by the compromise and all the civil and criminal litigation will be withdrawn, the filing of the written statement by the respondent, at this stage, contrary to the terms and conditions of the compromise, as well as to the factual position is nothing but an act to cause undue harassment to petitioners.

13.Accordingly, this revision is allowed. The complaint dated 19.08.2006, under Sections 457,380,120-B IPC, titled as ***"Inder Pal vs. Sushil Kumar and another"*** *(Annexure P-1), as well as the summoning order dated 06.07.2011(Annexure P-2), are quashed. Respondent is directed to pay the litigation costs to the petitioners, which is assessed as Rs. 15,000/-".*

13. Reverting back to the facts of the case of the present case and by taking into consideration the law laid down by the Hon'ble Supreme Court as well as this Court in the cases referred to hereinabove, it is unhesitatingly held that the respondent No.2/complainant cannot be permitted to back out from the mutual settlement arrived at between her and the petitioners in all these petitions. In fact, respondent No. 2 had raised her grievance primarily against four other accused namely Sukhwinder Singh, Amarjit Kaur, Karnail Singh and Paramjit Singh, who are not the petitioners before this Court. Even the petitioners had no concern with the affairs of partnership firm, i.e. M/s Ikaum Impex also. Consequently, if respondent No.2/complainant is allowed to back out from the mutual settlement, it would amount to granting premium to a dishonest litigation and shall also render the Court proceedings to a mockery, which can never be permitted by this Court. At this stage, it is clarified that respondent No.2 would be at liberty to avail her remedies, in accordance with law against four co-accused namely Sukhvinder Singh, Amarjit Kaur, Karnel Singh, and Paramjit Singh, who were found involved in multiple cases.

14. In view of the above discussion, all the aforementioned four petitions are allowed. Consequently, FIR No.147 dated 24.05.2014 under Sections 420/406/467/468/471/120-B/409/477-A IPC registered at Police Station Kapurthala City, Kapurthala along with all consequential proceedings arising therefrom are quashed qua the petitioners only. Pending application(s), if any, shall also stand disposed off.

(N.S. SHEKHAWAT)
JUDGE

28.08.2025
mks

Whether Speaking/Reasoned: YES / NO
Whether Reportable: YES / NO