IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

112

CRM-M-42721-2024
Decided on :12.09.2025

Gurmeet Singh

. . . Petitioner(s)

Versus

State of Punjab and others

. . . Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present: Mr. Dushyant Rana, Advocate for the petitioner.

Mr. Neeraj Madaan, Sr. DAG, Punjab.

Mr. Ambuj Shukla, Advocate for respondent No.2.

Mr. Harmanpreet Singh, Advocate for respondent No.3.

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SANJAY VASHISTH, J. (Oral)

1. Present petition has been filed under Section 528 of BNSS, seeking quashing of FIR No. 222 dated 13.10.2023(Annexure P-1), under Section 420 IPC, registered at Police Station Division No.6 Ludhiana, as well as all consequential proceedings arising therefrom.

2. The entire dispute pertains to an amount of about Rs. 25,00,000/-, which in fact was the amount alleged to be payable by the petitioner to private respondents No. 2 and 3.

When the petition was taken up for hearing on 05.09.2024 and notice of motion was issued to the respondents, both private respondents appeared before the Court on the same day, and the following order was passed:

> *" Notice of motion.*
>
> *Mr. Ambuj Shukla, Advocate has put in appearance on behalf of respondent No.2 and Mr. Harmanpreet Singh, Advocate has put in appearance on behalf of respondent No.3 and have filed their respective memorandum of appearance, which are taken on record. Vakalatnama be filed by the next date of hearing.*
>
> *Counsel appearing on behalf of respondent No.2 has apprised the Court that matter has been compromised and entire settled amount has been received from the opposite party. He further submits that respondent No.2 is having no objection if the present petition is allowed and impugned FIR Annexure P-1 is quashed.*
>
> *However, counsel appearing on behalf of respondent No.3 submits that no compromise has been effected with respondent No.3 and that amount in question has not been received by respondent No.3 from the petitioner and thus, he prays for time to file reply.*
>
> *Needful be done by the next date of hearing. Now be listed on 14.11.2024.*
>
> *Petitioner and respondents No.2 and 3 are also directed to appear in person on the next date of hearing."*

3. Learned counsel for the petitioner points out that the due amount was actually paid through a demand draft valuing Rs. 25,00,000/- and same was handed over to respondent No. 2. Therefore, a fresh controversy arose between the private respondents, as respondent No. 3 claimed that he had not received his half share i.e. Rs. 12.5 lakhs.

Consequently, when the matter was taken up on 14.11.2024, the following order was passed:

> *" Counsel appearing on behalf of respondent No.3 made statement that he is having no instructions to appear on behalf of his client.*
>
> *Respondent No.2 made statement that he is ready to repay the excess amount of Rs. 12.5 lakhs in total to the present petitioner but he prays for time to do the same. Respondent No.2 is directed to produce cheque/draft of Rs.12.5 lakhs in the name of the petitioner on the next date of hearing. At the same time, petitioner is also directed to present cheque/draft of Rs.12.5 lakhs in the name of respondent No.2, Davinder Pal Singh, who should also appear in the Court on the next date of hearing to receive the said cheque/draft.*
>
> *Now be listed on 28.01.2025.*
>
> *To be shown in the urgent list.*
>
> *In the meantime, the trial Court is directed to adjourn the trial beyond the date fixed in the present petition."*

4. Thereafter, on 28.01.2025, respondent No. 2—Manmohan Singh—handed over a cheque worth Rs. 12.5 lakhs in favor of the petitioner, and at the same time, the petitioner also handed over a cheque worth Rs. 12.5 lakhs in the name of Pioneer Auto Motives, which is managed by respondent No. 3, Davinder Pal Singh. Thus, by passing the following order, the Court again tried to resolve the dispute. Order dated 28.01.2025 is reproduced below:

> *"In compliance of the previous order, respondent No.2 Manmohan Singh has handed over one cheque worth*

> *Rs.12.5 Lakh in favour of the present petitioner. At the same time, petitioner has also handed over one cheque worth Rs.12.5 lakh in the name of Pioneer Auto Motives which is managed by respondent No.3 Davinder Pal Singh, to the said respondent.*
>
> *Respondents No.2 and 3 made statement that some short date be given in order to get encash the cheque which is received by respondent No.3 from the petitioner.*
>
> *Now be listed on 06.05.2025, in the urgent list*
>
> *Interim order to continue"*

5. On the next date of hearing i.e. 06.05.2025, a fresh problem arose: both cheques exchanged by the parties, petitioner and respondent No. 2, each valuing Rs. 12.5 lakhs had bounced. To address this, the following order was passed:

> *"i) On previous date of hearing i.e. 28.01.2025, in compliance to the order dated 14.11.2024 respondent No.2 handed over a cheque amounting to 12.5 lakh and on the same day petitioner also handed over a cheque amounting to 12.5 lakh in the name of Pioneer Auto Motives, which is managed by respondent No.3.*
>
> *Today, it is informed that both the cheques which were exchanged between the parties, have bounced upon presentation to the concerned Bank, therefore, this Court draws an impression that the parties are not behaving fairly with each other and are, instead, misusing the process of law before the Court.*
>
> *ii) Respondents No.2 and 3, who are real brothers, are present before the Court. Upon being questioned, Respondent No.2 admits of having received an amount of ₹25 lakhs from the petitioner. He also admits that, if the share of both the brothers is taken into consideration in*

respect of the said amount of ₹25 lakhs, both Respondents No.2 and 3 would be entitled to received ₹12.5 lakhs each.

In view of this, Respondent No.2 – Manmohan Singh – is directed to repay the full amount of ₹25 lakhs to the petitioner before the next date of hearing.

iii) However, it is clarified that if still private respondents are inclined to resolve and settle the dispute amicably before next of hearing, respondent No.2 shall pay to respondent No.3 his rightful share i.e. Rs.12.5 lacs and on doing so the same would be considered as having been paid by respondent No.2 himself towards the liability owed to respondent No.3. If that exercise is completed before the next date of hearing, an affidavit in that regard would also be filed by both the respondents No. 2 and 3 in advance to the next date of hearing of this case.

It is further clarified that upon such payment and filing of the affidavit, the direction to payback the full amount of ₹25 lakhs shall be deemed as inoperative.

iv) List on 08.07.2025.

v) To be shown in the urgent list.

vi) Interim order to continue, till the next date of hearing.”

6. On subsequent dates, i.e. 08.07.2025, learned counsel for the respondents expressed their difficulty as they had no instructions from their clients. Thus, doubting the bona fides of both the respondents, following order was passed on 08.07.2025:

“ Learned counsel for respondents No. 2 and 3 has been unable to clarify the position and has submitted that their clients have failed to appear before this Court today.

In order to ascertain the conduct and bonafide of the respondents, the proceedings are hereby deferred for 31.07.2025.

If the requisite affidavit of settlement is not filed on or before the next date of hearing, this Court will be constrained to issue non-bailable warrants against both respondents.

Interim order to continue.
To be shown in the urgent list."

7. Vide order dated 06.08.2025, under compelling circumstances, non-bailable warrants were issued against respondents No. 2 and 3 for 12.09.2025 (i.e. today). Respondent No. 2 was produced by police pursuant to the directions issued by this Court, whereas respondent No. 3 appeared voluntarily. Today, private respondents are represented by their respective counsel and have filed separate affidavits dated 12.09.2025 on behalf of respondents No. 2 and 3. Same are taken on record. Registry is directed to tag the same at appropriate place with the paper-book.

Paragraph No. 4 and 5 of the affidavit filed by respondent No. 2 reads as under:

"4. That on dated 27/05/2025 respondent no. 2 had issued a cheque of his Banker i.e. HDFC Bank having account no. "00341000135898" and IFSC Code HDFC0001390 bearing no. "00220" to respondent no. 3 of Rs. 12,50,000/- which was presented by respondent no. 3 in his bank account having number "13908020000060" IFSC No. HDFC0001390 of HDFC BANK and was cleared on same

day and Responder no.3 had received the whole amount of Rs. 12,50,000/- in his bank account no. 13908020000060"IFSC No. HDFC0001390 of HDFC BANK. That the copy of the same has been annexed herewith as ANNEXURE-R1.

5. That after the settlement of dues and clearing the confusion regarding the payment, the matter has been amicably settled and now both the respondents i.e. respondent no. 2 & 3 had no objection if the present FIR will be quashed."

Similarly, paragraph No. 4 and 5 of the affidavit filed by respondent No.3 reads as under:

"4. That on dated 27/05/2025 respondent no. 2 had issued a cheque of his Banker i.e. HDFC Bank having account no. "00341000135898" and IFSC Code HDFC0001390 bearing no. "00220" to respondent no. 3 of Rs. 12,50,000/- which was presented by respondent no. 3 in his bank account having number "13908020000060" IFSC No. HDFC0001390 of HDFC BANK and was cleared on same day and Respondent no. 3 had received the whole amount of Rs. 12,50,000/- in his bank account no. "13908020000060" IFSC No. HDFC0001390 of HDFC BANK. That the copy of the same has been annexed herewith as ANNEXURE-R1.

5. That after the settlement of dues and clearing the confusion regarding the payment, the matter has been amicably settled and now both the respondents i.e. respondent no. 2 & 3 had no objection if the present FIR will be quashed."

8. The amount representing each respondent's share has now been settled and received by them, as clearly stated in their affidavits, the

dispute has been fully resolved and they have no objection to the quashing of the FIR proceedings.

9. In view of the above, the FIR in question alongwith all consequential proceedings is hereby quashed. However, considering the conduct of the private respondents in deliberately delaying the proceedings for about one year, they are burdened with a unique responsibility, which is also a matter of social concern. Therefore, respondents No. 2 and 3 are directed to deposit Rs. 10,000/- each (total Rs. 20,000/-) to be deposited in an Old Age Home of the area, as may be decided by the learned Trial Court/ Duty Magistrate concerned. The Trial Court/Duty Magistrate shall also specify the time frame within which such costs will be required to be deposited, but not more than two weeks.

10. Needless to say, each party shall also be abide by the terms of compromise/settlement in regard to the other pending cases.

11. Since respondent No. 2 has been produced by the police in compliance with the non-bailable warrant issued against him, the warrant stands executed and need not be pressed any further.

12. Disposed of in the aforesaid terms.

(SANJAY VASHISTH)
JUDGE

12.09.2025
Rashmi

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