



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

**CRM-M-10789-2023
Date of decision: 22.04.2025**

**SUNIL SEHGAL @ SUNIL KUMAR AND ANOTHER
...PETITIONERS**

V/S

**STATE OF PUNJAB AND ANOTHER
...RESPONDENTS**

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Deshpreet Singh, Advocate for the petitioners.

Mr. Rishabh Singla, AAG, Punjab.

Respondent No.2 already *ex parte*.

HARPREET SINGH BRAR, J. (ORAL)

1. This petition has been filed under Section 482 Cr.P.C. seeking quashing of FIR No.98 dated 10.03.2021 under Section 13 of Punjab Travel Professional (Regulation) Act, 2014 and Sections 420/120-B of IPC registered at Police Station Zirakpur, District SAS Nagar (Mohali) (Annexure P-1) along with all subsequent proceedings arising therefrom on the basis of compromise dated 25.11.2021 (Annexure P-2).

2. Brief facts of the case as alleged are that the petitioners, in connivance with each other, committed a fraud of Rs.10 lakhs with the complainant, on the pretext of sending his son abroad. Hence, the FIR (*supra*) was registered. Thereafter, the compromise was effected between the parties in the Mediation and Conciliation Centre of this Court. However, the complainant is not coming forward to record his statement in support of compromise. Aggrieved by the same, the petitioners have filed the present petition.



3. Learned counsel for the petitioners *inter alia*, contends that written compromise was effected between the petitioners and respondent No.2 before the Mediation and Conciliation Centre of this Court on 25.11.2021 and the exact timeline for payment and the manner, in which, the petitioners are required to pay the amount to respondent No.2 mentioned in para 3 to 6, is reproduced hereunder :

“3. That the amount of Rs.2,00,000/- dispute was paid by the First Party to the Second party, during the mediation process in two instalments. The same was accepted by the Second Party.

4. Thereafter, Rs.80,000/- as paid by the First party to the second party. The same was accepted by the Second Party.

5. Now a compromise has been affected between the parties whereby total amount of settlement has been finalized and the first party has agreed to pay an amount of Rs.6,00,000/- over and above the amount already paid.

6. That the said amount of Rs.6,00,000/- includes the principal amount as well as the interest part as the First party has proposed to paying the amount in instalments, in the following manner:-

- i) Rs.15,000/- on 25.11.2021 (today)*
- ii) Rs.40,000/- on or before 31.12.2021*
- iii) Rs.40,000/- on or before 31.01.2022*
- iv) Rs.40,000/- on or before 28.02.2022*
- V) Rs.40,000/- on or before 31.03.2022*
- vi) Rs.40,000/- on or before 30.04.2022*
- vii) Rs.40,000/- on or before 31.05.2022*
- viii) Rs.40,000/- on or before 30.06.2022*
- ix) Rs.40,000/- on or before 31.07.2022*
- X) Rs.40,000/- on or before 31.08.2022*
- xi) Rs.40,000/- on or before 30.09.2022*
- xii) Rs.40,000/- on or before 31.10.2022*
- xii) Rs.40,000/- on or before 30.11.2022*
- xiv) Rs.40,000/- on or before 31.12.2022*



XV) Rs.40,000/- on or before 31.01.2023

xvi) Rs.25,000/- on or before 28.02.2023.

Note: It is further agreed that the instalments will be paid in the account of second party by way of IMPS/RTGS/NEFT and cheques in regard to the same will not be accepted. The account number of the second party is below:

Name of Beneficiary: Ramesh Kumar

Bank: Axis Bank

Saving Account No. 91401 0021 430285

IFSC Code: UTIB0002439

7. *xxxx*

8. *xxxx*

9. *xxxx*

10. *That the First Party can file a quashing of FIR on the basis of compromise only after they have paid all above mentioned instalments as agreed between the parties. Once the aforementioned payments are made, the First Party may file a petition seeking the quashing of the FIR, the Second Party undertakes to appear before this Hon'ble High Court or any other Court as directed for the purpose of recording any statement etc.”*

4. In compliance of the order passed by this Court on 04.03.2025, learned State counsel has filed Status Report by way of affidavit of Jaspinder Singh, PPS, Deputy Superintendent of Police, Zirakpur, District SAS Nagar on behalf of respondent No.1-State. A copy thereof has been supplied to learned counsel for the petitioners. Learned State counsel refers to para 4 of the status report and submits that the petitioners have duly complied with the terms and conditions of the compromise deed and deposited all the payments. As such, the whole amount in terms of the settlement has been paid to respondent No.2.

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 the written settlement agreement dated 25.11.2021 before the Mediation and Conciliation



Centre of this Court. 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 settlement deed indicates that compromise has been effected between the parties and the petitioners have paid the entire settled amount of Rs.6 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 Crl. 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.98 dated 10.03.2021 under Section 13 of Punjab Travel Professional (Regulation) Act, 2014 and Sections 420/120-B of IPC registered at Police Station Zirakpur, District SAS Nagar (Mohali) and all subsequent proceedings arising out of the same are hereby quashed qua the petitioners.

April 22, 2025
manisha

(HARPREET SINGH BRAR)
JUDGE

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