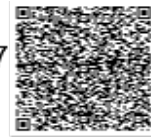
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of execution of said agreement, the complainant also paid a sum of Rs.65 lakhs (Rs.10 lakhs by way of cheque and Rs.55 lakhs in cash), which was duly acknowledged and received by the petitioners. The balance amount was agreed to be paid at the time of execution of sale deed, for which the date was fixed as 18.07.2018. However, the sale deed was not executed on the said date and petitioners further extended the date to 15.12.2018. The complainant stated that he was always ready and willing to execute the said sale deed but when the petitioners delayed the same on one pretext or the other, the complainant served them with a legal notice dated 25.11.2019, calling them to come to the office of Sub Registrar on 02.12.2019 to perform their part of the agreement. The complainant stated that he visited the office of Sub Registrar on 02.12.2019 along with balance sale consideration but the petitioners did not turn up. The complainant returned after getting his presence marked in the said office. The complainant, on getting doubt about the conduct of the petitioners, obtained copy of *jamabandi* for the year 2016-17 and was shocked to know that before entering into agreement to sell with the complainant, the petitioners had already mortgaged the property in question with Central Bank of India, on 29.08.2016, for a sum of Rs.96.5 lakhs. The complainant approached the petitioners for inquiry but they threatened the complainant to implicate him in a false criminal case, telling him to forget the deal. They flatly refused to get executed the sale deed, as promised and also to return the money of the complainant. With these allegations, the complainant submitted his complaint and FIR was registered against both the petitioners.

A bare perusal of record shows that on 12.11.2020, on



request for issuance of non-bailable warrants of the petitioners, their non-bailable warrants were issued for 08.12.2020 but since the warrants remained unexecuted and received back unserved, the concerned Court ordered the petitioners to be served through proclamation vide order dated 23.12.2020 and the case was adjourned to 24.01.2021. On 24.01.2021, the proclamation was received back duly effected but since the period of 30 days had not been elapsed, the Court ordered that appearance of the accused persons (petitioners) be awaited till 25.02.2021. The case was then taken up on 24.02.2022, on which date the Court observed that proclamation issued was effected on 21.01.2021 but the papers could not be taken up due to outbreak of COVID-19. Period of 30 days had already been elapsed . Neither the petitioners surrendered nor were arrested by the police. Accordingly, both of them were declared proclaimed offenders vide order dated 24.02.2022.

Aggrieved against the aforesaid order dated 24.02.2022, the petitioners have approached this Court by way of present petition to quash the said impugned order. Along with the petition, a Compromise Deed dated 15.02.2025 has also been annexed as Annexure P-6, wherein it has been mentioned that with the intervention of respectables of the Society, the matter has been settled amicably for an amount of Rs.30 lakhs, out of which 50% amount had been paid on the date of compromise and petitioners would pay remaining 50% after quashing of proceedings. It has also been mentioned in Compromise Deed that a civil suit filed by the complainant titled as **Surjit Singh vs. Vikas Sharma and others – CS/120/2021**, pending in the Court of Civil Judge (Junior Division), Jalandhar, would be



withdrawn by the complainant.

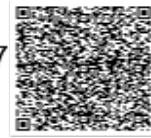
Learned counsel for the petitioners contended that both the petitioners were declared proclaimed offenders without following the procedure of law as envisaged in Section 82 Cr.P.C. as the conditions mentioned in the said Section were over-looked and due process of law was not adopted before declaring the petitioners proclaimed offenders. No reason regarding satisfaction of learned Judicial Magistrate Ist Class, Jalandhar was recorded and there was no proper publication of proclamation, as is mandatory. No summons, bailable warrants or non-bailable warrants and proclamation were served upon the petitioners. It has also not been proved on record that the petitioners were ever served with summons, bailable warrants, non-bailable warrants or proclamation. Learned counsel has thus contended that the impugned order dated 24.02.2022 is liable to be set aside and has submitted that the petitioners undertake to appear before the concerned Court on each and every date of hearing.

Notice of motion.

Pursuant to advance notice issued to the office of Advocate General, Punjab, Ms. Gagandeep Kaur, DAG, Punjab is present to assist the Court. She contended that the petitioners have been rightly declared proclaimed offenders vide the impugned order dated 24.02.2022 as they intentionally and deliberately did not appear before the Court of learned Judicial Magistrate Ist Class, Jalandhar.

I have heard learned counsel for the parties and have also gone through the case record.

While issuing proclamation, it was incumbent upon the Trial



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Court to record reasons of its satisfaction/belief that petitioners have absconded or concealing themselves, which is missing in the impugned order. Reliance in this context has been placed on a judgment passed in **Prit Pal Singh vs. State of Punjab and others – 2020 (1) Law Herald 837.**

The purpose of issuing non-bailable warrants or proclamation is also to secure presence of accused persons before the Court. The petitioners in the present case have undertaken to appear before the Court concerned on each and every date.

It is also the admitted position that the parties have entered into a compromise and have settled their disputes amicably.

In view of the aforesaid facts and circumstances, it is held that the impugned order, vide which the petitioners were declared proclaimed offenders, suffers from material illegalities and is set aside and petitioners are directed to appear before the learned Trial Court within a period of two weeks from today. On doing so, they shall be admitted to bail on furnishing bail bonds and surety bonds to the satisfaction of learned Trial Court.

Before parting with the judgment, it is made clear that if the petitioners fail to appear before the learned Trial Court, the interim protection granted by this Court shall be deemed to be vacated.

September 09, 2025

monika(SUKHVINDER KAUR)
JUDGE

<i>Whether speaking/reasoned ?</i>	<i>Yes/No.</i>
<i>Whether reportable ?</i>	<i>Yes/No.</i>