

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-39040-2022 (O&M)

Date of Decision: 04.07.2025

Harjinder Singh & Ors.

... Petitioners

VS.

State of Punjab & Ors.

... Respondents

CRM-M-5103-2023 (O&M)

Harjit Kaur

... Petitioner

VS.

State of Punjab & Anr.

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Lalit Singla, Advocate and
Ms. Varsha Sharma, Advocate
for the petitioners (CRM-M-39040-2022)
for respondent No.2 (CRM-M-5103-2023)

Mr. Sandeep Singh, AAG Punjab

Mr. GS Kaura, Advocate
for respondents No.2 & 3 (CRM-M-39040-2022)
for petitioner (CRM-M-5103-2023)

Sandeep Moudgil, J.

(1). This order shall dispose of the above-cited two criminal misc. petition which are interrelated and inter-connected and for the sake of order, CRM-M-39040-2022 is treated as the lead case.

(2). By way of instant petition jurisdiction of this Court has been sought to be invoked under Section 482 Cr.P.C. seeking for quashing of the FIR No.0014 dated 29.01.2019 under Sections 420/467/468/471/120-B IPC registered at Police Station Kathunangal, District Amritsar (Annexure P4) and subsequent proceedings arising therefrom.

(3). Learned counsel for the petitioners submits that petitioners No.1&2 are parents of Manbir Singh, who committed suicide due to continuous humiliation meted out by his wife respondent No.3, namely, Manpuneet Kaur d/o S.Lakhwinder Singh and her family members and the present FIR has been lodged alleging that the petitioners No.1 & 2 have forged and fabricated the Will in the name of Manbir Singh in order to usurp his land and property.

(4). He submits that it is a case where the petitioners and the private respondents had entered into a compromise with each other and in pursuance thereof, it was agreed that the petitioners would pay Rs.75 lakhs to respondent No.3 as full and final settlement of her claim over the property left by Manbir Singh besides other terms and conditions. Thereafter, the private respondents had accepted Rs.20 lacs by way of bank transfer and it was decided that the remaining amount of Rs.55 lacs will be paid at the time of her statement before the trial court. However, thereafter, in a petition filed by the petitioners i.e. CRM-M-13012-2019, the respondent No.3 backed out from the aforesaid compromise despite having taken Rs.20 lakhs for no valid reason and instead the petitioners are still very much ready and willing to abide by their part of the compromise. He submitted that it is a financial dispute between the parties and the private respondents have resiled from the compromise after the same was being acted upon by the petitioners. He further referred to the judgment of this Court in *Anand Kumar Vs. State of Haryana, 2018(4) RCR(Crl.) 457.*

(5). In their reply dated 25.04.2025 filed by respondents No.2 & 3, it has been averred that the petitioners had created another compromise deed dated 11.03.2019 (Annexure P-5) in which essential terms of compromise qua articles of bank locker have been changed and it was mentioned that gold

articles to the extent of 60 Tolas belong to respondent No.3 whereas rest will go to petitioner No.2 which has forged and a fabricated document and against the original terms of the compromise dated 30.01.2019 wherein it was agreed between the parties that all the articles of bank locker belonged to respondent No.3.

(6). It is vehemently urged that the petitioners have concealed the material facts from this Court inasmuch as they have already filed a civil suit for recovery of Rs.20,00,000/- from the respondent No.3 along with interest (Annexure R/2-2) besides they have also filed a civil suit (Annexure R/2-3) seeking declaration that they are owners in possession of all the immovable properties belonging to the deceased Manbir Singh. He submits that the allegations leveled in the FIR are very serious and requires proper trial.

(7). Heard learned counsel for the parties.

(8). It appears that both the parties have come up with their respective compromises wherein the terms and conditions are also different and favouring the respective parties. A perusal of the compromise dated 30.01.2019 (Annexure R-2/1) relied upon by the respondents No.2&3 would show that neither the same is notarized and the same bears the signatures of all the interested parties besides there is no witness to prove the actual execution of such 'compromise'. That apart, the compromise so relied upon has been drawn on a plain paper vis-à-vis the compromise dated 11.03.2019 (Annexure P5) which has been inscribed on a stamp paper, duly notarized and signed and thumbbed by the petitioners and the respondents No.2&3.

(9). When a court is faced with two purported compromises in a legal case, it cannot automatically deem either as the true or effective one. For a

compromise to be accepted, it must be a *lawful* agreement, in writing, and signed by all parties involved. Mere verbal statements before the court are not enough. Where one party alleges a compromise and the other denies it (or where there are two competing compromise claims), the court must examine all legal conditions—written, lawful, signed, and not fraudulent or obtained under duress.

(10). In the present case, this Court has carefully examined the compromise dated 30.01.2019 relied upon by the respondents No.2&3, which is drawn on a plain paper. Notably, compromise dated 11.03.2019 (Annexure P5) relied upon by the petitioners was executed on a stamp paper, duly notarized, and bore the signatures and thumb impressions of both parties.

(11). In my view, the distinction between the two compromises raises questions about the authenticity and genuineness of the compromise relied upon by respondents No.2&3. The law requires that compromises, especially those affecting legal proceedings, be executed with due formality and solemnity. That apart, the factum of receipt of Rs.20 lakhs has been accepted by the respondents No.2&3 which they enjoyed for 6 long years coupled with the fact that the compromise so relied upon by respondents No.2&3 does not carry much weight as the same does not fulfill the test of legality under Order XXIII Rule 3 of the Code of Civil Procedure (CPC).

(12). As regards the remaining amount, learned counsel for the petitioners make a statement at the bar that they are still ready and willing to abide by the compromise/settlement dated 11.03.2019 (Annexure P5) and give Rs.55 lakh provided the respondents No.2&3 also accept the same and bury all disputes, civil or criminal, pending between the parties including the complaint

dated 18.07.2019 as well as summoning order dated 18.05.2022 which is subject matter of connected petition i.e. CRM-M-5103-2023.

(13). In view of the above discussion, this petition is allowed and the FIR No.0014 dated 29.01.2019 under Sections 420/467/468/471/120-B IPC registered at Police Station Kathunangal, District Amritsar (Annexure P4) and subsequent proceedings arising therefrom are hereby quashed and the petitioners are directed to abide by the terms and conditions of the compromise-cum-family settlement dated 11.03.2019 and disburse the remaining agreed amount of Rs.55 lakh to the respondent No.3 either through bank transfer or through bank draft, within a period of one week from today and upon doing so, all the civil and criminal proceedings inter se parties shall be deemed to have been quashed.

(14). As a corollary to the above, CRM-M-5103-2023 is also allowed and the complaint dated 18.07.2019 as well as summoning order dated 18.05.2022 are hereby quashed.

(15). Ordered accordingly.

04.07.2025

V.Vishal

1. Whether speaking/reasoned?

2. Whether reportable?

(Sandeep Moudgil)
Judge

Yes/No

Yes/No