(2012) 05 P&H CK 0098

High Court Of Punjab And Haryana At Chandigarh

Case No: Criminal Miscellaneous No. 22148-M of 2002 (O and M) , Criminal Miscellaneous No. 7999-M of 2000 (O and M) , Criminal Miscellaneous No. 9927-M of 2002, Criminal Miscellaneous No. 38118-M of 2002, Criminal Miscellaneous No. 40218-M of 2001, Criminal Miscel

Hari Singh Mann		APPELLANT
	Vs	
State of Punjab and etc. etc.		RESPONDENT

Date of Decision: May 23, 2012

Acts Referred:

- Arbitration and Conciliation Act, 1996 - Section 2, 34, 35, 36, 7
- Civil Procedure Code, 1908 (CPC) - Section 89, 89(2)
- Constitution of India, 1950 - Article 227
- Contempt of Courts Act, 1971 - Section 12
- Criminal Procedure Code, 1973 (CrPC) - Section 182, 24, 407, 439, 439(2)
- Passports Act, 1967 - Section 12
- Penal Code, 1860 (IPC) - Section 108, 109, 120B, 167, 182

Citation: (2012) 4 ARBLR 335 : (2013) 1 RCR(Civil) 163

Hon'ble Judges: K. Kannan, J

Bench: Single Bench

Advocate: Hari Singh Mann, petitioner in person in Criminal Misc. No. 22148-M of 2002 O and M, 7999-M of 2000 O and M, 40218-M of 2001, 8139-M of 2003, for petitioners No. 1 and 2 in Criminal Misc. No. M-50086 of 2007 in Criminal Misc. No. M-7049 of 2009, Criminal Misc. No. M-21631 of 2009, Criminal Misc. No. M-27335 of 2009, Criminal Misc. No. M-3335 of 2010, Criminal Misc. No. M-37894 of 2000 O and M, COCP No. 46 of 2010 O and M, COCP No. 278 of 2010 O and M, COCP No. 962 of 2010 O and M, Civil Revision No. 4594 of 2002, Criminal Revision No. 1027 of 2003 O and M, C.M. No. 213-CII of 2001 O and M, Mr. Ravneet Singh, petitioner in person in Criminal Misc. No. 9927-M of 2002, Criminal Misc. No. 9104-M of 2003, Criminal Misc. No. M-46965 of 2007, Criminal Misc. No. M-6426 of 2010, Criminal Misc. No. M-33081 of 2011 O and M, petitioner No. 2 in person and GPA on behalf of petitioner No. 1 and 3 in Criminal Misc. No. M-46965 of 2007, Criminal Misc. No. M-47541 of 2007, Criminal Misc. No. M-32748 of 2009, COCP No. 2271 of 2009 O and M, COCP No. 2322 of 2011 O and M,

C.W.P. No. 7359 of 2010, Mr. C.L. Verma in Criminal Misc. No. 38118-M of 2002, Mr. J.S. Mehndiratta in Criminal Misc. No. M-2847 of 2010, Mr. Kamal Deep Sindhu in Criminal Misc. No. M-6837 of 2010 O and M, Mr. P.S. Hudnal, with Mr. Dinesh Trehan, for the petitioners in Criminal Misc. No. M-10578 of 2010 O and M, Mr. Puneet Bali, with Mr. Kamaldeep Singh Sidhu, for the petitioner in Criminal Misc. No. M-14757 of 2010 O and M and Mr. C.L. Verma in Criminal Misc. No. 3948-M of 2002 O and M, for the Appellant; Ajaib Singh, Additional Advocate General, Punjab in Crl. Misc. No. 22148-M of 2002 (O and M) and 2 in 7999-M of 2000 (O and M), to 4 in Crl. Misc. No. 40218-M of 2001, in Crl. Misc. No. M-47540 of 2007, Crl. Misc. No. M-47541 of 2007, Crl. Misc. No. M-50086 of 2007, Crl. Misc. No. M-7049 of 2009, Crl. Misc. No. M-3335 of 2010, Crl. Misc. No. M-6426 of 2010, Crl. Misc. No. M-37894 of 2000 (O and M), Mr. Ravneet Singh, Advocate for respondent No. 3. in Crl. Misc. No. 7999-M of 2000 (O and M), Crl. Misc. No. M-21631 of 2009, Crl. Misc. No. M-14757 of 2010 (O and M), for the respondent No. 2 in Crl. Misc. No. 8139-M of 2003, Crl. Misc. No. M-50086 of 2007, Crl. Misc. No. M-7049 of 2009, Crl. Misc. No. M-2847 of 2010, Crl. Misc. No. M-3335 of 2010, Crl. Revision No. 1027 of 2003 (O and M), in person in Crl. Misc. No. M-27335 of 2009, Crl. Misc. No. M-10578 of 2010 (O and M), GPA for respondent No. 1 to 3 in COCP No. 46 of 2010 (O and M), Civil Revision No. 4594 of 2002, Mr. Anil Kumar Sharma, Additional Advocate General Punjab for respondent no. 1 to 4 in Crl. Misc. No. 9927-M of 2002, Crl. Misc. No. 38118-M of 2002, Crl. Misc. No. M-10578 of 2010 (O and M), in Crl. Misc. No. 9104-M of 2003, Crl. Misc. No. M-46965 of 2007 and 2 in Crl. Misc. No. M-21631 of 2009, Crl. Misc. No. M-27335 of 2009, Crl. Misc. No. M-33081 of 2011 (O and M), Crl. Misc. No. 3948-M of 2002 (O and M), Crl. Revision No. 1027 of 2003 (O and M), None for respondent No. 3 in Crl. Misc. No. 40218-M of 2001, None for respondent No. 4 in Crl. Misc. No. M-21631 of 2009, None for respondent No. 3 and 4 in Crl. Misc. No. M-27335 of 2009, Mr. Hari Singh Mann, Advocate for respondent No. 2 in Crl. Misc. No. 9104-M of 2003, Crl. Misc. No. M-46965 of 2007, Crl. Misc. No. M-47540 of 2007, Crl. Misc. No. M-47541 of 2007, for respondent Nos. 2 and 3 in Crl. Misc. No. M-6426 of 2010, in C.W.P. No. 7359 of 2010, Mr. Sukant Gupta, Additional PP for U.T. Chandigarh in Crl. Misc. No. M-32748 of 2009, Mr. Rajeev Sharma, Advocate for respondent No. 1 in Crl. Misc. No. M-2847 of 2010, in Crl. Misc. No. M-37894 of 2000 (O and M), Mr. Sanjay Kaushal, Senior Standing Counsel in Crl. Misc. No. M-6837 of 2010 (O and M), Crl. Misc. No. M-14757 of 2010 (O and M), for Chd. Administration in Crl. Misc. No. M-37894 of 2000 (O and M), Mr. Sukant Gupta, Advocate for Chd. Administration in Crl. Misc. No. M-6837 of 2010 (O and M), in Crl. Misc. No. M-33081 of 2011 (O and M), for Chd. Administration in Crl. Misc. No. M-37894 of 2000 (O and M), for respondent Nos. 1 to 3 in COCP No. 278 of 2010 (O and M), Mr. Gurpreet Singh, Advocate for respondent Nos. 3 and 4 in Crl. Misc. No. M-6837 of 2010 (O and M), in Crl. Misc. No. M-14757 of 2010 (O and M), UOI in Crl. Misc. No. M-37894 of 2000 (O and M), in COCP No. 278 of 2010 (O and M), Mr. Kamaldeep Singh, Advocate for respondent No. 3 in Crl. Misc. No. M-33081 of 2011 (O and M), Ms. Ashima Mor, Advocate in Crl. Misc. No. M-37894 of 2000 (O and M), Mr. Puneet Bali with Mr. R.K. Girdhar, Advocate in Crl. Misc. No. M-37894 of 2000 (O and M), Mr. P.S. Hundal with Mr. Dinesh Trehan, Advocate in Crl. Misc. No. M-37894 of 2000 (O and M), Ms. Anjali Kukkar, Advocate in Crl. Misc. No. M-37894 of 2000 (O and M), COCP No. 2271 of 2009 (O and M), COCP No. 962 of 2010 (O and M), Mr. Karminder Singh, Advocate COCP No. 2322 of 2011 (O and M), for respondent Nos. 1 and 2 in C.W.P. No. 7359 of 2010, Mr. Gulshan Sharma, Advocate for P. Lall, IPS in C.M. No. 213-CII of 2001 (O and M), Mr. J.S. Bhatti, Advocate in C.M. No. 213-CII of 2001 (O and M) and Mr. T.P.S. Chawla, Advocate for respondent No. 3 in C.W.P. No. 7359 of 2010, for the Respondent

Judgement

K. Kannan, J.

All these batch of cases comprise of writ petition, petitions u/s 482 Cr.P.C, contempt petition, transfer petition and cases which have been transferred to file from subordinate courts. They have been clubbed together for disposal by orders of Court on various dates. The dispute is between close relatives of parties in respect of a land that was purchased in the names of some parties, the transaction of which caused suspicion amongst other members of the family that there had been offences of breach of trust, cheating, forgery etc. There were complaints and counter complaints in various Courts and in an attempt to quell all litigations, there had been a direction by this Court while dealing with the petition for quashing of three FIRs filed in CRM No. 22148 of 2002. Several suits had been pending seeking for declaration of title to the property in the Courts of Additional Civil Judge, Roopnagar and petition for transfer had also been filed to give direction for an adjudication in a Court far away from Chandigarh and Roopnagar District. The facts of the case are brought out from the petition for transfer filed in CRM No. 213 of 2001 and in the adjudication rendered by the arbitrator appointed by the Court in CRM No. 22148 of 2002. The course of disposal in all these cases would be to set out the basic facts through the averments brought out in the transfer petition and in the award and to examine whether the award passed has finally determined the rights of parties, since one party contends that the award has finally determined the rights of parties and the rival party contends that the arbitration award has not been ''executed'' and therefore, become infructuous. There had been at some point of time, a stay of further proceedings when an arbitrator was appointed to await its decision but in view of the fact that arbitration award has also been filed, it was contended that all the cases must revive and should be undertaken for final disposals. If the arbitration award completely determines the rights of parties, the extent to which the award itself concludes the course of proceedings in the criminal cases and the several cases filed for quashing the complaints would dictate the terms of disposal. On the other hand, if the award is not valid or has not been given effect to, the subsequent question would be whether the parties have determined the rights in any other manner by any subsequent arrangement that offers no scope for continuation of proceedings by one against the other.

2. The petitions u/s 482 CrPC themselves have been filed under various categories. Some of them are for commencement of trial and for conclusion of proceedings, some of them for registration of complaints and for undertaking investigation, some of them are for quashing the FIRs already registered, some for directions to be issued to the Courts or to authorities for giving effect to certain orders and some of them are for modifying orders already passed. The contempt petitions which have been filed are for taking punitive action against persons, who are said to have breached the Courts'' orders. There is also an application for grant of bail, which has been transferred to this Court. A writ petition has been filed for quashing the order passed by a Passport Authority allowing for issuance of a passport. The details of the respective cases would be set out at the time of

adjudication after coming to an initial finding of enforceability or otherwise of the Award passed.

3. The relationship between the parties shall be the first aspect to be set up first. The genealogy shall be the easiest method of reckoning the relationship:-

4. The principal contest is entered and brought by forceful submissions of parties through Hari Singh Mann, who is the son-in-law of Gurbax Singh and the other contestant, who acts as the authorized agent for the rival group is Ravneet Singh, who is the son-in-law of Kuldip Singh Gill. Kuldip Singh Gill, is the grandson of Gurbax Singh referred to above through his elder daughter Gurbachan Kaur. Gurbachan Kaur''s younger sister is Surjit Kaur, who is married to Hari Singh Mann. It is stated that Kuldip Singh Gill was a leading poultry farmer. Hari Singh Mann''s son Guravtar wanted to settle his son somewhere near Chandigarh and therefore, he had approached his sister-in-law''s son Kuldip Singh Gill to start poultry farm/hatchery in order that his son begins a life with some business. The needed place for establishing the farm, viz., 4 acres of land belonging to one Harbans Kaur at village Desumajra, Tehsil Kharar, District Roopnagar had been identified for the purpose. Harbans Kaur executed an agreement of sale on 01.03.1991 in favour of Kuldip Singh Gill for a price at Rs. 1,90,000/- per acre. The business was contemplated by parties to be established in the name of a private limited company, which was named M/s Falcon Breeders Pvt. Ltd. and incorporated on 22.04.1991. The vendor Harbans Kaur was a resident of Indore (MP) and Kuldip Singh Gill and his daughter Paramdeep were residents in village Kotli, District Gurdaspur. The property identified was near Chandigarh in Desumajra and Hari Singh Mann and his son Guravtar had been themselves residents at Chandigarh. The vendor, therefore, agreed to constitute H.S. Mann and his son Guravtar as her power of attorney in contemplation of the completion of sale pursuant to the agreement dated 01.03.1991 after the company had been incorporated. The company had indeed been incorporated later (22.4.1991) with three Directors namely Kuldip Singh Gill, his daughter Paramdeep Kaur and Guravtar, each having 1/3rd share. Pursuant to the agreement dated 01.03.1991, the first sale deed of 8 kanals of land was executed by H.S. Mann describing himself as the power of attorney for Harbans Kaur in favour of the company on 03.06.1991. Another piece of land of an extent of 8 kanals was executed in favour of the company on 29.07.1991. The sale price of Rs. 1,90,000/- was transferred to the account of the vendor through a draft payable at Indore drawn from the Account No. 585 that stood in the name of the company. The first hint of distrust between the parties started only after the completion of two sale deeds in favour of the company. Kuldip Singh Gill and his daughter claimed that they had been periodically making their contributions for purchase of property and two drafts, which had been made in the name of Harbans Kaur came to be cancelled and the amounts were withdrawn by Guravtar. An amount of Rs. 1,65,000/-, which was credited to the Account No. 585 of the company had been withdrawn by Guravtar on 26.07.1991 and later an amount of Rs. 8,50,000/-, which was deposited to the Account No. 585 was again withdrawn by Guravtar.

5. When only two acres of land had been purchased and sale of remaining two acres was still not completed, the prevalent condition of life in Punjab was better with peace conditions prevailing and it had an immediate impact on the value of lands in Punjab. Around 1995, the value of lands including the property, which was identified for purchase had increased considerably and this, according to the Gill family, gave rise to an occasion to the Mann family some bad and dishonest motivations to purchase the properties in individual names for personal aggrandizement. Consequently, instead of purchasing the property in the name of the company, the remaining two acres of land had been purchased in the names of Surjit Kaur and Gurpreet Kaur, the respective wives of H.S. Mann and Guravtar. The Gill family saw themselves to be totally cheated when one acre of property that was already purchased in the name of the company on 29.07.1991 had been purported to be transferred in the name of H.S. Mann by a collusive decree obtained in Civil Suit No. 70 instituted on 13.02.1995 and decree obtained on 19.09.1995 as though the H.S. Mann was the owner of the property. H.S. Mann prevailed on Kuldip Singh Gill to submit his resignation from the Board of Directors and resignation letter was given on 16.10.1992. This, according to the Gill family was a covert device to ward off any objection from the Bank for raising a loan in the name of the company since the company had been shown as a major defaulter of the loan already availed from the Bank when Gill was the Managing Director. To facilitate certain loans, Kuldip Singh Gill and Paramdeep Kaur were said to have handed over some blank letter heads of the company with their signatures. The loan from the bank did not materialize. The resignation letter given by Kuldip Singh Gill had not been accepted by the Board of Directors and therefore, Kuldip Singh Gill was reported to have withdrawn the resignation on 16.10.1992.

6. There were two other major irritants. One, all the properties had not been purchased in the name of the company and H.S. Mann and his immediate family members became the beneficiaries of purchase of remaining properties. Kuldip Singh Gill himself was sought to be sidelined from the company and in a bit to regain control, his son-in-law Ravneet Singh secured an appointment as a Director of the company on 25.01.1996. They had their own machination to get the intentions translated to action and they, on their part, sought to expel Guravtar from the Directorship of the company for his alleged anti-company activities.

7. Inter-se dispute came into the open through a litigation in civil suit no. 111 of 1996 when Ravneet Singh filed as suit against H.S. Mann and other members of the family. He withdrew the suit and filed three suits again bearing Nos. 209, 210 and 211 on the same date on 04.04.1996 and one criminal complaint No. 28 dated 16.04.1996 through the company with Raveneet as purporting to act on behalf of the company. The criminal complaint lodged through the company before the JMIC, Kharar issued summons to H.S. Mann and his son Guravtar. From now on, it became a free for all, parties filing large number of complaints one against another. There were FIR No. 59 dated 12.05.1996, FIR No. 129 dated 02.09.1996, FIR No. 151 dated 13.12.1997, FIR No. 151 dated 10.12.1998, FIR No. 36 dated 16.03.1999, all registered at the Police Station, Kharar.

Two calendar cases had been registered under Sections 182 IPC by the police officials of District Roopnagar. All these criminal complaints had been registered at the instance of H.S. Mann against the Gill family. The registration of complaints and the investigation undertaken by the police at Kharar were retaliated by the Mann family by resort to registration of complaints in their own District at Roopnagar and filing several petitions before this Court for quashing u/s 482 Cr.P.C. When a complaint had been registered by the Gill Family at Pathankot, a petition had been filed in CRM No. 7999 of 2000 u/s 407 read with Section 482 for transferring the complaint from Pathankot to Kharar. Most significantly, the petition u/s 482 Cr.P.C. for quashing of complaints lodged in FIR No. 59 of 1996, 151 of 1997 and 151 of 1998 were the subject of challenge in CRM No. 22148 of 2002. When there were several complaints pending and parties were alleging serious offences under Sections 108, 109, 191, 192, 420, 463, 464, 465, 468, 471 and 120-B IPC as the records show, the Court appeared to have suggested and parties appeared to have accepted that they should resolve the disputes by an arbitral process. On 10.03.2003, the Judge has recorded as follows:

The petitioner and Ravneet Singh Dehsi respondent are present in person. It has been agreed between them that all their outstanding disputes civil, criminal and under the company law be referred to an Arbitrator. On the basis of agreement between the parties Mr. Justice P.K. Palli (retd) has agreed to be the Arbitrator. The parties shall refer all their disputes to the Arbitrator and it will be expected that the matter will be decided by the Arbitrator by June 30, 2003.

(underlining mine)

Fees of the Arbitrator shall be shared equally by the parties. The parties have also agreed that they shall not prosecute any civil or criminal case, which may be before the trial Courts, pending the resolution of their disputes by the Arbitrator.

To come up on July 7, 2003 to await the outcome.

8. The arbitrator entered reference on 16.03.2002 and he appears to have recorded statements from H.S. Mann and Ravneet Singh Dehsi. Ravneet Singh had claimed that all the 4 acres of land should be transferred in the name of the company and indeed, Kuldip Singh Gill and his daughter Paramdeep Kaur, who hold 66% shares in the company on the basis of Memorandum of Articles of Association ought to have larger stake in respect of their interest in the property and only remaining 1/3 share corresponding to the holding of Guravtar should be the interest in relation to the property. Evidently, all this was denied by H.S. Mann, who contended that the agreement and the sale consideration had been paid only by him and all the property must be treated only as property belonging to the Mann family. The Arbitrator had directed the parties to put in their own respective claims and after eliciting views presented to the Arbitrator, the case had been fixed for 30.03.2003 for further enquiry.

9. The records brought before Court would show that parties had filed their respective claim statements, the enquiry was concluded before the Arbitrator and an award was passed by the Arbitrator on 18.07.2003. The award records the respective contentions of parties and also recongnizes the fact that company never got to a start, with parties trying to outreach each other. The Arbitrator concluded that no reliance could be placed on the proceedings or the record of the company and it had collapsed even before it started functioning. The Arbitrator held that the two sale deeds, one executed by H.s. Mann in favour of the company on 03.06.1991 and the other dated 29.07.1991 which the company purchased directly from the vendor Mrs. Harbans Kaur through its Executive Director Mr. Gur Avtar Singh Mann were legal and valid. As regards the sales in respect of the left over two acres, which had been taken in the names of Surjit Kaur and Gurpreet Kaur, the Arbitrator again held the sales to be valid. The Arbitrator discarded the contention that there was any evidence to hold that the company had entered into agreement of sale with Mrs. Harbans Kaur for the purchase of these 2 acres or the company paid any consideration to her for that purpose. The Arbitrator found that the deposits in the account of the company had been admittedly to the tune of Rs. 8,50,000/- and if the version of contributing 1/3rd by each Director was accepted, then the share of Mr. Gill and his daughter would be to the tune of 2/3rd and only 1/3rd of the contribution would be relatable to Guravtar. Subsequent to the purchases, there had also been a construction made and the Arbitrator found that in all fairness the construction along with two acres of land shall go only to Kuldip Singh Gill and neither H.S. Mann nor his son Guravtar would have any share in it. The Arbitrator found that the sale deeds in favour of the female members were independent, distinct and separate transactions and they could not be taken as the property of the company. The effect of this award would, therefore, be that the property purchased in the name of the company would remain the property of the company and the property purchased in the names of respective wives of H.S. Mann and his son Guravtar would be taken as their own property. Only the building with two acres of land over which the building had been constructed and owned by the company was to be taken by Kuldip Singh Gill but H.S. Mann and his son would not have any share in the same. The Arbitrator concluded that parties had several cases in Courts and he expected that the award would put an end to the entire controversy between the parties.

10. In terms of Section 35 of the Arbitration and Conciliation Act, 1996, the award if it is not set aside in the manner provided u/s 34 would become final. Section 36 of the Act makes it enforceable on the expiry of the period for setting aside the award, as if it were to be a decree of Court. It appears that the award had been placed on the file of the Court in CRM No. 22148 of 2002 since the entrustment of the matter before the Arbitrator was pursuant to the Court order dated 10.03.2003. An application had been filed in CRM No. 3948-49 of 2003 and CRM No. 38467 of 2003 by H.S. Mann to place on record the objections against the award passed by the Arbitrator as patently illegal without jurisdiction and against the law. At the time when the objection was filed, it was brought to the attention of the Court that H.S. Mann had also filed a petition before the District Court, Roopnagar to set aside the award and the same was pending before the Court of Sh.

S.K. Goel, Additional District Judge, Roopnagar. The award itself had been sent on being summoned by the Court of the District Judge at Roopnagar and later that it had been placed on the file of the Additional District Judge by administrative transfer. H.S. Mann stated before the Court that his objection before the District Court would be considered and the case could be directed to be disposed of expeditiously and the Court, therefore, passed an order dated 07.05.2004 that the Additional District Judge, Roopnagar should pass an order expeditiously.

11. The case, which had been registered as arbitral case No. 1 dated 27.08.2003/16.04.2007 came to be disposed of on 27.07.2007 when a compromise had been signed by the parties with H.S. Mann, Surjit Kaur, Gurpreet Kaur and Guravtar signing as parties No. 1 and K.S. Gill, Ravneet Singh and Paramdeep Kaur signing as Party No. 2 with Ravneet Singh signing on behalf of self and as GPA for Kuldip Singh Gill and Paramdeep Kaur. The compromise deed signed by the parties on 26.07.2007 contains reference not only to the manner of settlement of the disputes as regards the 4 acres of land but also records the fact that civil, criminal and company matters had been pending in various Courts and with the intervention of ''respectables'', it had been decided that both the parties would withdraw all criminal complaints as well as FIRs, civil and company cases filed by them against each other within a period of one month. The compromise records the fact that out of 4 acres of land, 2 acres owned by Surjit Kaur and Gurpreet Kaur would remain with them and would become their absolute property. The remaining 2 acres of land far away from the road and back of the property that stood in the names of Surjit Kaur and Gurpreet Kaur and taken in the name of the company as well the building constructed thereupon would go to K.S. Gill and parties No. 1 (Mann family) would have no objection to the same. The compromise directs that the objection petition filed against the award would be withdrawn by party No. 1 by filing an application to that effect and the award would be accepted in toto in letter and spirit by both the parties. The civil, criminal and complaint cases pending in various courts would be withdrawn by one against the other and it will not be resisted or objected in the Court. If any objection is made, the party who shall cause the obstruction would be penalized to the tune of Rs. 2 lacs. It should be the responsibility of party No. 1 to evict Mr. Sohan from the building constructed over a piece of land and the same would be handed over to the Party No. 2 (Gill family) within one month. The compromise further records the fact that Gurpreet and Guravtar had been living in foreign country and therefore, the compromise was being executed by H.S. Mann for himself and as GPA for Gurpreet Kaur and Guravtar. This compromise appears to have been filed before the Additional District Judge and the Additional District Judge had allowed the objection petition made by the petitioners therein as dismissed as withdrawn. As of now, there is no proceeding pending before the Additional District Judge.

12. All the cases now pending in this court would now be required to be dealt with, in the line of how the parties had compromised the matter and further having due regard to the contention by Sh Mann that the award was not given effect to and hence all the cases

have to be revived and carried to their respective logical end. The factual reminder shall be that on 29.08.2003, this Court has passed an order adjourning the case to 17.10.2003 directing that all proceedings would remain in abeyance and the record of the arbitrator was required to be summoned. The Court found that one of the parties had already filed objections before the District Court at Roopnagar and that the matter would be dealt with by the Court. I have already observed that the objection to the arbitral award itself had been withdrawn. Consequently, the case has been adjourned from time to time without any order in this case.

13. As regards the validity of the award itself the argument of learned counsel Sh. H.S. Mann, appearing in person and representing other members of his family is that the award was not executed. I cannot understand what would require to be executed. Section 35 gives finality to an award which is not set aside and Section 36 makes it enforceable as if it were a decree. Although the parties have not specifically objected to the validity of the award on the ground that there existed no arbitral agreement in the manner contemplated by law, I would still record its relevance, for it goes to the root of the matter and I deem it my judicial duty to examine the legality of the award. It is on account of the fact that an arbitral agreement cannot be oral and the moot point is if an arbitrator could be appointed merely by the direction of the Court. The arbitral agreement is defined u/s 7 of the Arbitration Act of 1996 thus:

7. Arbitration Agreement.

(1) In this Part, "arbitration agreement" means an agreement by the parties to submit to arbitration all or certain disputes which have arisen or which may arise between them in respect of a defined legal relationship, whether contractual or not.

(2) An arbitration agreement may be in the form of an arbitration clause in a contract or in the form of a separate agreement.

(3) An arbitration agreement shall be in writing. (underlining mine)

(4) An arbitration agreement is in writing if it is contained in

(a) a document signed by the parties;

(b) an exchange of letters, telex, telegrams or other means of telecommunication which provide a record of the agreement; or

(c) an exchange of statements of claim and defense in which the existence of the agreement is alleged by one party and not denied by the other.

(5) The reference in a contract to a document containing an arbitration clause constitutes an arbitration if the contract is in writing and the reference is such as to make that arbitration clause part of the contact.

Section 7 (3) specifically directs that arbitration agreement shall be in writing. That arbitration agreement shall be in writing was also the language of the Arbitration Act, 1940. Whether an arbitral agreement could be oral or whether an award passed on such oral agreement could be enforced have come both before the 1940 Act and after passing of the 1996 Act. The law prior to the Arbitration and Conciliation Act of 1940 was that a common law agreement referred to arbitration could be oral or in writing. Justice R.S. Bachawat"s Law of Arbitration and Conciliation, 5th Edition 2010 elicits a proposition at page 302 that an agreement was called a "submission" because for it to be valid and completed there must be an existing dispute as well as actual reference of the dispute to a particular arbitrator. That there is a dispute between the parties is not in doubt. That there had been submission between the parties to refer the dispute is also not in doubt. Cases that dealt with the validity of oral arbitral agreements before the commencement of the Arbitration Act of 1940 were dealt with in Pannamma Vs. Marampudi Kotamma AIR 1932 Mad 745, Mathuradas Maganlal Vs. Maganlal Parbhudas, , where the Courts have allowed for oral arbitral agreement to be a valid basis for constitution of arbitral proceedings and for completion of an award. The judgment of the Patna High Court in Gauri Singh Vs. Ramlochan Singh and Others, recorded for the first time the change in law that come about through the Arbitration Act, 1940. The Arbitration and Conciliation Act, 1996 also maintains the tradition by providing u/s 7(3) that the arbitration agreement shall be in writing. An arbitral agreement within Section 2(b) and Section 7(2) must be in writing. The Act contains no provision for oral arbitral agreement. Dealing with the situation of an award passed under oral agreement after 1940 Act, the Madras High Court held in J. Belli Gowder Vs. Joghi Gowder and Another, and the Madhya Pradesh High Court in Baratilal Baijnath Vs. Mst. Bindabai, have held that an award made on an oral agreement has to be completely ignored. Such an award cannot be pleaded as a defence to a suit nor could it be enforced under the Act.

14. The issue of whether a resort to arbitration could be made by a Court without an arbitral agreement came in different way before the Supreme Court in the context of interpretation of Section 89 of Civil Procedure Code. The Section brought in important amendment through Act of 2002 as ADR technique that includes arbitration. The Supreme Court held in Afcons Infrastructure Ltd. and Another Vs. Cherian Varkey Construction Co. (P) Ltd. and Others, that even in a bid to settle the matter amicably for a case that would be amenable for resolution of dispute, arbitration cannot be resorted to by a Court in the absence of consent of both parties for a reference to arbitration in writing. The Supreme Court was considering the decision of the High Court of Kerala where they had held that the concept of pre-existing arbitral agreement, which was necessary under the Arbitration Act, 1996 was inapplicable to references u/s 89 of the Code of Civil Procedure. The Supreme Court referred to the decision in Salem Advocate Bar Association, Tamil Nadu Vs. Union of India (UOI), that held that "if the parties agreed to arbitration then the provision of Arbitration and Conciliation Act will apply and the case would go outside the stream of Court.... The Supreme Court referred to Salem Advocate Bar Association, Tamil Nadu Vs. Union of India (UOI), and abstracted its ruling in

paragraph 56 as follows:

One of the modes to which the dispute can be referred is "arbitration". Section 89(2) provides that where a dispute has been referred for arbitration or conciliation, the provisions of the Arbitration and Conciliation Act, 1996 shall apply as if the proceedings for arbitration or conciliation were referred for settlement under the provisions of the 1996 Act. Section 8 of the 1996 Act deals with the power to refer parties to arbitration where there is arbitration agreement. As held in P. Anand Gajapathi Raju and Others Vs. P.V.G. Raju (Died) and Others, , the 1996 Act governs a case where arbitration is agreed upon before or pending a suit by all the parties. The 1996 Act, however, does not contemplate a situation as in Section 89 of the Code where the court asks the parties to choose one or other ADRs including arbitration and the parties choose arbitration as their option. Of course, the parties have to agree for arbitation

(emphasis supplied as in the judgment in the Afcons Constructions).

Again in Jagdish Chander Vs. Ramesh Chander and Others, the Supreme Court held in para 10 at page 726 that "there cannot be a reference to arbitration even u/s 89 CPC unless there is a mutual consent of all parties for such reference." The Supreme Court therefore concluded in Afcons Constructions that where there is no pre-existing arbitration agreement between the parties, the consent of all the parties to the suit will be necessary for referring the subject matter to the suit to arbitration u/s 89 of CPC.

15. Even in a situation where there are express provisions allowing the Court to resort to arbitration under the Civil Procedure Code, the Supreme Court held that the provisions of Arbitration Act, cannot be in any way diluted for referring a matter to arbitration. In a criminal case when there does not even exist any provision under the Criminal Procedure Act, the order appointing an arbitrator and an award granted by an arbitrator cannot be valid. The award passed in July, 2003 without any written arbitral agreement preceding it legally suspect. There is no document brought on record that both the parties had specifically gave in writing either to refer their disputes to arbitration and gave any letter to Sh. Justice Palli to act as the arbitrator. I do not have the copy of the respective claim statements or their originals given the arbitrator after the arbitrator entered reference and when he had called up the parties to come present and file their statements. I had directed the parties to argue on the validity arbitral award without a written arbitral agreement preceding it. While the Sh. Ravneeet Singh would attempt to beat the poser by making a request to refer the matter to a larger bench for consideration, the Sh Mann would want the matter to conclude without more that the award was illegal therefore to revive all proceedings. The consent has surely existed in this case, as the order making the reference to arbitrator shows but the nature of consent leading to an arbitral agreement in writing is also a statute driven requirement that a court interpreting a provision cannot efface. Afcons ruling of restrictive interpretation of court''s powers was commented upon in a foreword by Sh. Fali Nariman in the book by Sh. Sriram Panchu, Mediation: Practice & Law, The path to successful dispute resolution, Lexis Nexis

Butterworths Wadhwa (2012), as a setback; "a strained construction has been placed on a most important and salutary provision in the code." He sounded a grave picture that, "after the decision in Afcons, there is not much help to be expected on ADR in the future from the courts. Mediation must stand on its own; in success judged on its own record, un-assisted by judges."

16. The situation is perhaps not as grim. In Afcons, the plaintiff consented but the defendant did not consent to arbitration. The Court still appointed the arbitrator exercising the powers u/s 89 CPC. In this case, we have an observation in the court that both parties have agreed for arbitration, but they did not secure it in the manner that the law required. The case must perhaps serve as a reminder that the law must move towards what is exigent. Courts cannot be left without power to adopt proactive approaches to direct parties to conciliation where litigative posturing could harm the parties, the same way as it would cast a dark shadow on court''s performance. At the minimum level, a consent recorded as having been given by parties by court in its order shall also be included in the definition of ''arbitral agreement''. The court''s experience ought to be a call for securing wisdom through parliamentary exercise. Is the judgment raising a phantom unnecessarily in a case where the parties have not raised the issue? Nay, this case presents an opportunity to mirror an occasion of textual inadequacy in statutory law and therefore propitious to indulge in a judgmental nudge for a legislative action.

17. The issue still requires to be seen whether the subsequent agreement which has been executed between the parties on the basis of which an objection to the arbitral award was also withdrawn could have any effect on the pendency of the proceedings. I have outlined the major terms of the agreement already. While the arbitral award recognizes the rights of the purchasers and determines the title of parties in the manner in which the documents of purchase have been made, the only modification has been that the building that had been constructed upon 2 acres of land have been held to be the property of K.S. Gill. The extent of property that stand purchased out of the profits of company had been found to belong to the company and 2 acres of land purchased in the names of family members of H.S. Mann have been recognized as owners of the said property. The compromise deed is not wholly congruous to the terms of the arbitral award. There are certain important differences. The arbitral award in respect of the property states as follows:

I, also, completely ignore the (sale) agreement dated 01.03.1991, which is being strongly relied upon by Mr. Ravneet Singh and by Mr. Gill. I hold that the 2 sale-deeds, one executed by Mr. Hari Singh Mann in favour of the company on 03.06.1991 and the other dated 29.07.1991 which the company purchased directly from the vendor Mrs. Harbans Kaur through its Executive Director Mr. Gur Avtar Singh Mann to be valid and legal.

The sale deeds of the left over 2 acres which was sold by Mr. Hari Singh Mann and his son Mr. Gur Avtar Singh Mann in favour of the wife of Mr. Hari Singh Mann, Mrs. Surjit Kaur and in favour of wife of Mr. Gur Avtar Singh Mann, Mrs. Gurpreet Kaur are valid as

well as legal. It is not understood why would Mr. Kuldip Singh Gill be a silent spectator when the sale deeds were being executed and were disputed at a much later stage. There is no reliable evidence to hold that the company as such had entered into agreement of sale with Mrs. Harbans Kaur for the purchase of these 2 acres or the company paid any consideration to her for that purpose.

18. As regards these terms, the terms of compromise deed in relation to the property are as follows:

2. That out of the disputed land about 4 killas of land situated in village Desumajra, about two killa front owned by Surjit Kaur and Gurpreet Kaur will remain with them and would be their absolute property. The remaining two killa land at the back which was initially in the name of the Company (Falcon Breeders Pvt. Ltd.) and Hari Singh Mann (in view of the decree passed by the court of Sh. Nirmal Singh, PCS, then ld. Civil Judge, Jr. Division Kharar) as well as the building constructed there upon will go to Mr. Kuldeep Singh Gill alone and party No. 1 shall have no objection against this.

6. That it has further been agreed between the parties that the party No. 1 shall not claim any amount or interest whatsoever from party No. 2 or M/s Falcon Breeders Pvt. Ltd. As is being claimed vide company petition No. 138 of 2006 pending in the Hon''ble High Court. Further the party No. 1 shall withdraw the said company petition.

7. That it has been agreed between the parties that Mr. Guravtar Singh shall resign from the Directorship of M/s Falcon Breeders Pvt. Ltd. and the party No. 1 will not claim any Directorship or share and shall have nothing to do with M/s Falcon Breeders Pvt. Ltd.

8. That it has further been agreed by party No. 1 that Mr. Baldev Singh or Mr. Shiv Partap Singh who were being projected as Directors of M/s Falcon Breeders Pvt. Ltd. by them have no role/share in the company and no body other than Mr. Kuldeep Singh Gill will stake any claim on 16 kanals of land along with the building constructed there upon in village Desumajra, Tehsil Kharar, District Mohali. The party No. 1 including Mr. Baldev Singh and Mr. Shiv Partap Singh Gill shall have nothing to do with the company M/s Falcon Breeders Pvt. Ltd.

9. Whereas the civil, criminal and complaint cases are pending in various courts, the party concerned who have filed these complaint cases shall file application within one week to withdraw the same against each other and the opposite party shall not resist or contest or object. Any party failed to abide by these terms and conditions or violate any terms of the settlement, shall be penalized to the tune of Rs. 2.00 lacs.

10. Whereas in future, none of parties mentioned above will file any frivolous case/complaint against each other before any authority.

11. That it shall be the responsibility of Party No. 1 to evict Mr. Sohan son from the building/disputed land in village Desumajra and over vacant possession of the back of 16

kanals of land including the building constructed there upon to the party No. 2 within one month.

19. I have examined the issue of how the agreement between the parties did not merely replicate the manner of derivation of title to properties as suggested in the arbitration. While an award in respect of the properties would become operative as a decree of Court u/s 36 of the Act, an agreement that determines the right of parties could be used only to the extent to which the law would allow for. In this case, in respect of two acres of land, the properties stand purchased in the name of the company and in respect of two other acres of land, the properties stand purchased in the name of the respective wives of Hari Singh Mann and Guravtar. The agreement contemplates that the properties purchased in the name of the family members will be treated as their own, while the properties purchased in the name of the Falcon Breeders Pvt. Ltd as well as the building constructed thereupon will go to Mr. K.S. Gill alone and the members of the family of H.S. Mann would have no objection to the same. A transfer of title in immovable property cannot merely go by admission unless there is a registered instrument therefor or there is a decree of Court. Inasmuch as the title of the members of the Mann family in respect of two acres have been conceded by party No. 2 in the agreement who are the members of K.S. Gill''s family, the undertaking given by them not to assert title in respect of remaining property that has been initially purchased in the name of the company will constitute a valid consideration. The Mann family will, therefore, be debarred from asserting title in respect of the remaining property and the building constructed thereupon. However, in order that the title for the properties standing in the name of the Company is made perfect to be transferred in the name of K.S. Gill, it shall become necessary for K.S. Gill''s family to obtain a transfer of property from the name of the Company to Mr. K.S. Gill in the manner provided under the law.

20. In the compromise deed itself there is a reference about the pendency of several cases and Clause 9 states that party shall file application within one week to withdraw the same against each other. The parties have also contemplated that if any person violated any term of compromise, such a person shall be penalized to the tune of Rs. 2 lacs. The parties were serious about the proposals and wanted to stand by the compromise leading to a situation where there will be no continuance of the cases, which were pending in various Courts. Evidently, the parties have not filed such petition and therefore, the only issue would be whether the parties should be allowed to continue the litigations. If the parties desired that all the cases will not be prosecuted and the non-prosecution of the cases were supported by recognition of rights of parties over the properties in respect of which there had been already disputes then the Court are not without power to exercise its jurisdiction to quash the complaints.

21. In Padal Venkata Rama Reddy @ Ramu Vs. Kovvuri Satyanarayana Reddy and Others, , the Court was examining the issue of quashing of criminal proceedings. Although the decision referred to a finding of the Supreme Court that the quashing of complaints in that particular case by the High Court was erroneous, it was laying down in

paragraph 10 and 11 the principles involved in quashing of complaint. In observed that "in proceedings u/s 482 Cr.P.C., the High Court will not enter into any finding of facts particularly when the matter has been concluded by concurrent finding of facts of the two courts below. Inherent powers u/s 482 Cr.P.C., which include the powers to quash FIR, investigation or any criminal proceedings pending before the High Court or any Courts subordinate to it are all wide magnitude of ramification. Such powers can be exercised to secure ends of justice, to prevent abuse of the process of any Court and to make such orders as may be necessary to give effect to any order under this Court, depending upon the facts of a given case. The Court can always take note of any miscarriage of justice and prevent by exercising his powers u/s 482 of the Criminal Procedure Code. These powers are never limited or curtailed by any other provisions of the Code.....In the decision of the Supreme Court in the State of Haryana Vs. Bhajan Lal (1992) Suppl. 1 SCC 335 laid down the guidelines to be followed by the High Court in exercise of their inherent powers to quash a criminal complaint, they included the following situations....

(6) Where there is an express legal bar engrafted in any of the provisions of the Code or the concerned Act (under which a criminal proceeding is instituted) to the institution and continuance of the proceedings and/or where there is a specific provision in the Code or the concerned Act, providing efficacious redress for the grievance of the aggrieved party.

(7) Where a criminal proceeding is manifestly attended with mala fide and/or where the proceeding is maliciously instituted with an ulterior motive for wreaking vengeance on the accused and with a view to spite him due to private and personal grudge.

22. In one of the criminal cases the parties offered to the Court that they would settle the matter before the Arbitrator and when the Arbitrator gave the award and objection had been pending before a Civil Court for setting aside the parties, the parties had entered into a fresh compromise deed and filed the same before the Court. We have also extracted the portion of the compromise where the parties have expressed that they had decided to withdraw all complaints one against the other. Only because there has been a clash of egos between the parties as to who shall first approach any of the Criminal Courts and withdraw the complaints that the cases have been pending. Even before me, the argument by Sh. H.S. Mann was only that Sh.Gill had not acted as per the compromise and withdrawn the cases. He contended that the "award had not been executed" and the compromise had not been put in place. Evidently the parties were assuming that it required some execution process, some proactive gesture that will gave shape to the compromise effected between parties. A compromise does not send various cases pending before Courts into thin air. The compromise itself did not require any more than the parties not prosecuting the case further. There was no necessity for filing any execution petition for giving effect to compromise. On the other hand, as and when any case showed up they were to merely be present to say that they were not prosecuting the case any further and that they have settled the matter. If the parties would not do so and were allowing for personal agenda to come in between to waste the judicial time and sully the process of Court, High Court cannot be without power to quash them, for any further

pendency of those cases is meaningless.

23. In Madhavrao Jiwajirao Scindia and Others Vs. Sambhajirao Chandrojirao Angre and Others, , the Supreme Court held that where the Court finds that the dispute involved therein is predominently civil in nature and that the party should be given a chance to reach a compromise, for example in matrimonial, property and family disputes, the Supreme Court said that the Court need not examine the facts, evidence etc. to find out whether there is any sufficient material on the basis of which the case would end in conviction. It is not necessary in a situation like this to allow for the hard feelings to sting further and the heeling wound to be scratched again for parties to bleed. Compromise in criminal cases is always a different matter. To the extent to which compouding is possible in a non-cognizable case, there is no difficulty. In cognizable cases, the compromise will be impermissible and it will be even a matter of public policy that heinous offences cannot be allowed to be settled. It is an experience in our Courts that a perpetrator of wrong may deliberately delay proceedings and vex the victim or the members of his family and witnesses to a prononged trial. Under such a situation, the victim or the members of his family or the witnesses being forced to accept a compromise is the result of frustration and not really a cause advancing justice. We are not examining situations like that but here is a dispute amongst the members of the family and all the criminal cases are the result of property disputes. They will surely fall within the class of cases where if the dispute as regards the property is settled, the continuance of proceedings of other cases would be futile, more so when the parties have expressly decided not to prosecute any criminal cases. It will be a judicial waste of time to allow for a farce of trial even in cognizable cases. I have also examined whether the provisions of Chapter XXI-A could be invoked. I have found it is not really a case that gives itself to a situation of invoking the procedure prescribed under the said Chapter XXI-A. In this case, I am not going into the specifics of each case relating to the complaints given by one against the other. The genesis of the dispute was in the manner of purchase of property of 4 acres. If that dispute was settled through a compromise, several other complaints that arose ought to also stop and that is how the parties have decided.

24. The details of all the cases are enumerated below:-

Sr. No.	High Court case No. /FIR No.	Prayer	Case filed by	Respondents
1.	Crl. Misc. No. 7999 of 2000 u/s 407 read with Section 482 Cr.P.C.	For transferring the complaint Annexure P-1 dated 2.07.99 from Pathankot to Kharar.	Surjit Kaur and Hari Singh Mann	State of Punjab and Kuldip Singh

2.	CRM No. 40218 of 2001 u/s 482 Cr.P.C.	For registering a case U/Ss 167, 217, 218, 465, 469, 471 IPC against Inderjjit Singh Randhawa, SP HQ, Fatehgarh Sahib, Ravneet and Kuldip Singh on the basis of complaint dated 28.08.2001 Annexure P1.	Hari Singh Mann	Inderjit Singh Randhawa
3.	CRM No. 22148-M of 2002 u/s 482 Cr.P.C.	For issuing direction to SDJM, Kharar to start trial after framing the charge in case FIR No. 151 dated 13.12.1997 FIR No. 151 dated 10.12.1998 FIR No. 59 dated 12.05.1996	Hari Singh Mann	Kuldeep Singh and Ravneet Singh
4.	Crl. Misc. No. 9927-M of 2002 u/s 482 Cr.P.C. (synopsis not filed)	For issue directions to respondent Nos. 2 and 4 for registering a case on the basis of complaint dated 09.11.2001 (Annexure P-18) against Mr. Shammi Kumar, Hari Singh Mann, Hara Singh, Guravtar Singh	Ravneet Singh	State of Punjab and others

5.	CRM No. 38118-M of 2002 u/s 482 Cr.P.C.	For quashing the impugned order dated 15.06.2002 (Annexure P-1) passed by CJM transferring all criminal cases filed between the parties against each other.	M/s Falcon Breeders Pvt. Ltd., Hari Singh Mann and others	State of Punjab, Ravneet Singh and others
6.	Crl. Misc. No. 8139-M of 2003 U/s 482 Cr.P.C.	For quashing summoning order dated 07.11.2002 (Annexure P-1) passed in complaint by Paramdeep Kaur.	Surjit Kaur and Gurpreet Kaur	State of Punjab and Paramdeep Kaur
7.	CRM No. 9104 of 2003 u/s 482 Cr.P.C.	For issuing directions to the concerned trial courts for conducting trials speedily.	Ravneet Singh	Hari Singh Mann
8.	CRM No. 46965 of 2007 u/s 482 Cr.P.C.	For quashing of FIR No. 59 dated 12.05.1996 in view of the compromise (Annexure P-7)	Kuldip Singh Gill and Ravneet Singh	State of Punjab and Hari Singh Mann
9.	CRM No. 47540 of 2007 u/s 482 Cr.P.C.	For quashing the FIR No. 151 dated 13.12.1997 in view of compromise (Annexure P-7)	Kuldeep Singh Gill, Ravneet Singh and Paramdeep Kaur	State of Punjab and Hari Singh Mann

10.	CRM No. 47541 of 2007 u/s 482 Cr.P.C.	For quashing the FIR No. 151 dated 10.12.1998 in view of the compromise (Annexure P-7)	Kuldeep Singh Gill, Ravneet Singh, Paramdeep Kaur	State of Punjab and Hari Singh Mann
11.	CRM No. 50086 of 2007 u/s 482 Cr.P.C.	For quashing the complaint dated 14.08.2000 (Annexure P-2) and the summoning order dated 7.11.2002 (Annexure P-3) in view of the compromise.	Surjit Kaur w/o Hari Singh Mann, Hair Singh Mann and another	State of Punjab and Paramdeep Kaur wife of Sh. Ravneet Singh
12.	Crl. Misc. No. 7049-M of 2009 u/s 482 Cr.P.C.	For quashing the complaint dated 14.08.2000 filed by Paramdeep Kaur and summoning order dated 07.11.2002 (Annexure P-2).	Guravtar Singh Mann and Hari Singh Mann	State of Punjab and Paramdeep Kaur
13.	Crl. Misc. No. M-21631 of 2009 u/s 482 Cr.P.C.	For quashing the complaint dated 16.04.1996 (Annexure P-1) and summoning order dated 25.04.1997 (Annexure P-2) Complainant: Ravneet Singh	Guravtar Singh Mann and Hari Singh Mann	State of Punjab, Ravneet Singh, Kuldip Singh.

14.	CRM M No. 27335 of 2009 u/s 482	For quashing the impugned order 19.08.2009 passed by SDJM, Kharar in respect of calendar u/s 182 Cr.P.C. At the behest of Ravneet Singh	Hari Singh Mann	State of Punjab, Ravneet Singh and others.
15.	CRM No. M-32748 of 2009 u/s 482 Cr.P.C.	Praying to direct the respondents to decide the complaint dated 20.10.2009 (Annexure) filed by the petitioner (Ravneet Singh) against Hari Singh Mann and his wife Surjit Kaur for fraudulently obtaining their passports.	Ravneet Singh	SSP and SP Chandigarh.
16.	CRM M No. 2847 of 2010 u/s 482 Cr.P.C.	For quashing of FIR No. 512 dated 25.09.2009 u/s 12 of the Passport Act, 1967	Gurpreet Kaur wife of Guravtar Singh	State and Ravneet Singh
17.	Crl. Misc. No. 3335 of 2010 u/s 482 read with Article 227 of the constitution of India.	For modifying the order dated 07.05.2004 and for complying with the order dated 10.01.2003 passed in Crl. Misc. No. 22148-M of 2002.	Hari Singh Mann	State of Punjab and Ravneet Singh

18.	Crl. Misc. No. M-6426 of 2010 u/s 482 Cr.P.C.	For passing appropriate orders against respondent Nos. 2 and 3 for misusing the interim orders/stay granted by High Court.	Ravneet Singh	State of Punjab, Guravtar Singh Mann and Gurpreet Kaur Mann
19.	Crl. Misc. No. M-6837 of 2010 u/s 482 Cr.P.C.	Praying for issuing directions for releasing the passport of petitioner.	Guravtar Singh	State of U.T. And others.
20.	CRM M No. 10578 of 2010 u/s 482 Cr.P.C.	For quashing of FIR No. 128 of 2009 dated 10.04.2009 and subsequent proceeding arising out of the above said FIR.	Guravtar Singh Mann and Hari Singh Mann	State of Punjab and Ravneet Singh
21.	Crl. Misc. No. 14757 of 2010 u/s 482 Cr.P.C.	For quashing the FIR No. 512 dated 25.09.2009 u/s 12 of the Passport Act.	Guravtar Singh	SSP Chandigarh and Ravneet Singh
22.	CRM No. 33081 of 2011 u/s 482	For passing appropriate orders against Guravtar Singh-respondent No. 3 who inspite of being involved in criminal cases is moving in and out of the country.	Ravneet Singh	State of Punjab and Guravtar Singh

23.	COCP No. 2271 of 2009	Praying for taking action against Mr. Vitul Kumar, IPS, RPO, Chandigarh for wilfull disobedience of order dated 23.09.2009 passed in CRM No. 27032 of 2008.	Ravneet Singh	Mr. Vipul Kumar, IPS, RPO
24.	COCP No. 46 of 2010	For awarding punishment for willfull disobedience of orders dated 06.04.2000, 27.03.2002, 10.03.2003, 29.08.2003 and 07.05.2004	Hari Singh Mann	Ravneet Singh and others
25.	COCP No. 278 of 2010	Praying for taking strict action against the respondents for willfully disobeying the order dated 21.01.2010 passed by JMIC, Chandigarh and for obstructing the departure of petitioner to go abroad.	Guravtar Singh	Sh. K.K. Srivastava, SSP, Chandigarh and others
26.	COCP No. 962 of 2010	Praying for taking action for the wilfull disobedience of order dated 23.09.2009.	Ravneet Singh	Mr. G.K. Pillai, The Secretary Home.

27.	COCP No. 2322 of 2011 u/s 12 of Contempt of Courts Act, 1971	For taking action against Smt. Anupamish Modi, HCS, LD JMIC, Chandigarh for wilful disobedience of stay order dated 19.08.2010	Ravneet Singh	Smt. Anupamish Modi
28.	Crl. Misc. No. 3948 of 2002 u/s 439 Cr.P.C.	For grant of regular bial in FIR No. 173 dated 18.07.2001	Jaswant Singh	State of Punjab
29.	CRM No. 37894 of 2002 u/s 439 (2) Cr.P.C	For cancellation of anticipatory bail of Ravneet Singh and Paramdeep Kaur granted in FIR No. 151 dated 10.12.1998	Hari Singh Maan	State of Punjab, Ravneet Singh and others
30.	Crl. Revision No. 4594 of 2002	For quashing the order dated 02.09.2002 (Annexure P-1) in which DSJ, Roopnagar ordered the cases to be transferred to Anandpur Sahib.	Hari Singh Mann, Surjit Kaur, M/s Falcon Breeders	Ravneet Singh
31.	C.RR No. 1027 of 2003	For quashing the summoning order dated 07.11.2002 (Annexure P-1 passed in complaint by Paramdeep Kaur.	Baldev Singh, Shiv Partap Singh, Guravtar Singh Mann	State of Punjab and Paramdeep Kaur

32.	C.W.P. No. 7359 of 2010	For issuance of writ of certiorari for quashing the letter annexure P-24.	Ravneet Singh	Union of India and others
33.	213-CII of 2001 u/s 24 Cr.P.C.	For transfer of civil cases	M/s Falcon Breeders through Ravneet Singh	Hari Singh Mann and others

Amongst the cases, Sr. Nos. 1 to 22 contain prayers for registering complaints, issuing directions, commencing trial and quash the FIR, quashing summoning orders, all are ordered to be quashed. The case at Sr. No. 17 is for modification of the order passed on 07.05.2004. The order directs that all the proceedings pending in various Courts shall remain in abeyance and they should continue till further orders are passed. The Court has also observed that the Additional District Judge before whom the case for setting aside the award was pending should dispose it of within a particular time. The Court has recorded the statement made by Sh. H.S. Mann that he would not produce any evidence and he would abide by the directions of the District Judge. It has turned out that the case itself has been withdrawn. Keeping all the cases in abeyance does not arise having regard to the fact that the above mentioned cases are ordered to be quashed. The order passed on 07.05.2004 has been rendered infructuous. The cases from Sr. Nos. 23 to 27 are contempt petitions for disobedience of the orders passed by Courts. All the contempt petitions are dismissed in view of the fact that all the above cases in which directions were issued to the parties are ordered to be quashed. In the case at Sr. No. 28, the Court has already granted bail and therefore, it is unnecessary and the said case is also dismissed. The case at Sr. No. 29 refers to cancellation of anticipatory bail of Ravneet Singh and Paramdeep Kaur granted in FIR No. 151 dated 10.12.1998. Having regard to the fact that the FIR No. 151 itself was being quashed, the petition for cancellation of anticipatory bail becomes unnecessary. The case at Sr. No. 30 is filed against the order dated 02.09.2002 passed by the District Judge, Roopnagar for transferring all the cases from Roopnagar to Anandpur Sahib. Since all the cases have been ordered to be quashed, no further order is necessary. On the same lines, case at Sr. No. 31 and 33 are also dismissed. The writ petition at Sr. No. 32 is a petition filed at the instance of Ravneet Singh challenging the order issued by the Regional Passport Officer under which the objection given by him for issuance of passports to Guravtar Singh and Gurpreet Kaur has been rejected. While passing the order, the Regional Passport Officer observed that the passports have been issued to them in the years 1997-98 when there have been no cases pending against them and later before issue of next passport, cases FIR No. 146/1991, 93/2001 had been registered and since in both the cases cancellation report

had been filed by the Investigating Officer and since there were also no adverse directions given by the Courts before which cases were pending, the passports have been issued. As regards the FIR No. 128 of 2009, it appears that Guravtar had actually furnished the copy of permission to go abroad from the trial Court itself and in yet another case in FIR No. 512 of 2009 which had been registered against him at Chandigarh, he had again furnished information about the pendency of the case and seek for permission to go abroad. Even apart from the points dealt with by the Regional Passport Officer, in view of the fact that I have directed through this order quashing of all the complaints, I do not think that there could be any objection to the issuance of a passport and the decision taken by the Regional Passport Officer rejecting the objection for issuance of a passport could not have any further objection. The writ petition is dismissed.

25. On a full-fledged discussion as enumerated above, the rights of the parties as regards the title to 4 acres of land will stand concluded in terms of compromise between the parties by the compromise deed dated 26.07.2007. As regards compromise term relating to title of the property standing in the name of the company namely Falcon Breeders Pvt. Ltd. to Kuldip Singh Gill or his representative, it shall be done by instrument of transfer known to legal process. The shareholders are never the owners of the property of the company itself. They have merely a right to participate in the profits or after the winding up to secure the assets of the company to the proportion to which they have contributed. Consequently if K.S. Gill were to be treated as the owner of the property, it cannot be by mere admission of parties. For any transfer that might become necessary from the company, if appropriate resolutions are necessary, there shall not be any objection from the members of the Mann family to any resolution that may be tabled for a transfer. No authority shall be competent to entertain any objection for transfer of title in the name of Kuldip Singh Gill or his nominee or his legal heir and if any such objection is filed at the instance of the parties mentioned in this case, it shall be dealt with in terms of this judgment. Both parties would be at liberty to obtain mutation of the revenue entries in the respective names and the authorities who are competent to make such mutation shall not entertain any objection from any party denying assertion of such title contrary to the terms of the agreement. The copy of this order and the copy of the compromise shall be treated as sufficient proof for the entitlement of the parties to the respective properties. All the criminal complaints which have been registered and which are the subject matter of cases by Criminal Misc. Petitions shall stand quashed. Such of these cases where there are directions to register complaints shall remain dismissed and the complaints lodged already from the time when the sale deeds were made till now shall all stand quashed and it shall be taken that there have been complete satisfaction between the parties. All the cases are disposed of as above.