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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH
(141) CRM-M-13690-2023 (O & M)
Date of decision: 16.07.2026

M/s Raj Kumar Ashok Kumar and ors.

..... Petitioner(s)

V/s

State of Punjab

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI

Present: Mr. R.K. Girdhar, Advocate,
for the petitioner.

Mr. Athar Ahmed, DAG, Punjab.

JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition under Section 482 Cr.P.C. is for quashing of the impugned complaint No.COMA/15/2018 dated 06.03.2018 under Sections 3(k)(i), 17, 18, 29 and 33 of the Insecticides Act, 1968 read with Rule 27(5) of Insecticides Rules, 1971 (Annexure P-2), the summoning order dated 30.05.2018 (Annexure P-3) passed by the Chief Judicial Magistrate, Sri Muktsar Sahib and all consequential proceedings arising therefrom.

2. The brief facts of the case are that on 22.08.2016, Insecticide Inspector, Sri Muktsar Sahib alongwith Sh. Sarv Mitter, Agriculture Officer, Sri Muktsar Sahib inspected the shop of the dealer petitioner No.1 and drew a sample of insecticide-Fipronil 0.3% GR from one 5 kg packing bearing batch No.GPJ 110, manufacturing date 09.06.2015 and expiry date 08.06.2017, manufactured by M/s Gurjarat Pesticides Pvt. Ltd., and marketed by the petitioner no.3.

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3. The inspecting officials found that 2360 kg Fipronil 0.3% GR of the insecticide was stored in the shop of the petitioner No.1. It is further stated in the complaint that the sample was taken from a 5 kg packing and 750 gm material was drawn from 5 kg packing and three separate parcels each weighing 250 gms were prepared. Form-XX was filled on the spot and it is stated in this Form-XX also that loose sample was taken from the company sealed packing. A copy of Form-XX dated 22.08.2016 is annexed herewith as Annexure P/1.

4. Out of three parcels, one of sample was sent to the Insecticide Testing Laboratory, Bathinda for analysis on 30.08.2016 and the same was declared misbranded as per the report, which was received on 29.09.2016 since it contained only 0.235% GR instead of 0.3% GR. On request of petitioner No.1, the sample was sent for re-analysis to Central Insecticide Laboratory, Faridabad on 29.11.2016 and the same was again declared misbranded by the Central Insecticide Laboratory, Faridabad as per report received on 30.12.2016.

5. Thereafter, show cause notices were issued to petitioners. The petitioners submitted replies to the effect that they had purchased the insecticide in sealed condition and the same was being sold by them in the same sealed condition. It was further submitted in the reply that they had not tampered with the stock and as such, they could not be held responsible for the manufacturing defect. However, the license of the petitioner No.1 was cancelled by the Chief Agricultural Officer-cum-Licensing Officer, Sri

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Muktsar Sahib vide order dated 08.03.2017. On appeal filed by petitioner no.1, the license was restored by the Joint Director, Agriculture Department but petitioner no.1 was restrained from selling the insecticides manufactured by M/s Gujrat Pesticides Pvt. Ltd.

6. Thereafter on 06.03.2018, the respondent filed a complaint under Sections 3 (k) (i), 17, 18, 29 and 33 of Insecticides Act, 1968 and Rule 27 (5) of Insecticide Rules, 1971 against the dealer, marketeer (petitioners) as well as against manufacturing company. It was inter alia alleged in the complaint that the dealer, marketeer and the manufacturing company had committed the offences under the Insecticides Act by selling, stocking and distributing the insecticide in question. A copy of the complaint dated 06.03.2018 is annexed herewith as Annexure P/2.

7. Based on the complaint, all the accused came to be summoned to face Trial under Sections 3(k)(i), 17, 18, 29 and 33 of the Insecticides Act, 1968 read with Rule 27(5) of Insecticides Rules, 1971 vide order dated 30.05.2018 (Annexure P-3).

8. The learned counsel for the petitioners contends that admittedly, the petitioners are dealers and marketeers. The petitioner No.1-firm through its proprietor-Raj Kumar (petitioner No.2) purchased the insecticides in question from the marketeer firm-petitioner No.3 through its Director Sahil Arora (petitioner No.4) in the original sealed packing and petitioner No.3 purchased this insecticide sealed packing from the manufacturing company. The fact that the sample was taken from a sealed packing is apparent from Form XX (P-1). It is nowhere stated in the complaint that at the time of the



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sampling, the sample seal was found to be broken and tampered with. This establishes that the sample was taken from the sealed packing and the same was manufactured by M/s Gujrat Pesticides pvt. Ltd. In view of Section 30(3) of the Insecticide Act, 1968 and the judgments of this Court in '*M/s Gagan Trading Co. and anr. Versus State of Punjab (CRM-M-49611-2021) and M/s Modern Kheti Store and ors. Versus State of Punjab (CRM-51184-2021) decided vide a common judgment dated 02.05.2023*', the complaint (Annexure P-2), summoning order (Annexure P-3) and all consequential proceedings arising therefrom qua the petitioners who are the dealers and marketing company respectively are liable to be quashed.

9. The learned counsel for the State has not disputed either the factual situation that the samples were taken from sealed packings of the insecticide manufactured by M/s Gujrat Pesticides pvt. Ltd. and that the petitioners are the dealers and marketing companies respectively as also the fact that Section 30(3) of the Insecticides Act, 1968 protects the petitioners from prosecution.

10. I have heard the learned counsel for the parties.

11. Section 30(3) of the Insecticides Act, 1968 reads as under:-

Section 30(3) A person not being an importer or a manufacturer of an insecticide or his agent for the distribution thereof, shall not be liable for a contravention of any provision of this Act, if he proves—

- (a) that he acquired the insecticide from an importer or a duly licensed manufacturer, distributor or dealer thereof;
- (b) that he did not know and could not, with reasonable diligence, have ascertained that the



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insecticide in any way contravened any provision of this Act; and

(c) that the insecticide, while in his possession, was properly stored and remained in the same state as when he acquired it.

12. In ***'M/s Gagan Trading Co. and anr. Versus State of Punjab (CRM-M-49611-2021) and M/s Modern Kheti Store and ors. Versus State of Punjab (CRM-51184-2021) decided vide a common judgment dated 02.05.2023'***, this Court held as under:-

18. A perusal of the aforementioned judgments would show that where the Insecticide Inspector had drawn the sample of insecticide from the original packing as had been supplied by the manufacturer to the distributor who further supplied it to the dealer from whom the sample had been taken, neither the distributor nor the dealer could be held to be liable as they could possibly have known even with due diligence that the insecticide was mis-branded as the same had been received by the distributor in a sealed condition who supplied it to the dealer in a same condition and the dealer was also selling the same ahead in the said sealed condition.

19. In view of the aforementioned discussion, as the sample in the present case has been drawn from the original packing as had been supplied to the dealer by the distributor who received it in a similar condition from the manufacturer and even licence of the dealer-M/s Modern Kheti Store stands restored on the ground that the sample had been taken from a sealed container, the continuance of the proceedings arising out of the complaint (Annexure P-4) and the summoning order dated 23.08.2021



(Annexure P-5) would be nothing but an abuse of the process of the Courts.

20. *It may also be relevant to point out here that the allegation of the alleged violation of Rule 10(4) (iii) of the Insecticide Rules, 1971 punishable under Section 29 of the Insecticide Act, 1968 cannot be sustained as against the petitioners since as per the terms of the licence of M/s Gagan Trading Company (distributor), the insecticide could be purchased through direct supply. Therefore, if there was a restriction on the sale of the insecticide from a particular premises, the same would apply to the manufacturer alone and not to the distributor or to the dealer.*

13. In view of Section 30(3) of the Insecticides Act, 1968 and the judgment of this Court in ***M/s Gagan Trading Co. and Anr. (supra)*** and ***M/s Modern Kheti Store and Ors. (supra)***, the continuance of the proceedings emanating out of the present complaint (Annexure P-2) is nothing but an abuse of the process of the Court and therefore, the complaint (Annexure P-2), summoning order (Annexure P-3) and all consequential proceedings arising therefrom stand quashed qua the petitioners only.

11. The present petition is allowed in the above terms.

12. The pending application(s), if any, shall stand disposed of accordingly.

July 16, 2026
sukhpreet

(JASJIT SINGH BEDI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No