



IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

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1. CRM-M-37900-2016 (O&M)

Bharat Sharma

..... Petitioner

Versus

The State of Punjab and another

..... Respondents

2. CRM-M-27517-2018 (O&M)

Renu Sharma @ Babli

..... Petitioner

Versus

State of Punjab

..... Respondent

Date of decision: 27.05.2024

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

PRESENT: Petitioner-Bharat Sharma (in CRM-M-37900-2016),
is present in person.

None for the petitioner (in CRM-M-27517-2018).

Ms. Aakanksha Gupta, AAG, Punjab.

Mr. Sherry K. Singla, Advocate
for complainant/respondent No. 2 (in CRM-M-37900-2016).

NIDHI GUPTA, J. (ORAL)

1. This order shall dispose of two aforementioned quashing
petitions as the same have arisen from a common FIR. For brevity, the
facts are being extracted from CRM-M-37900-2016.

2. Prayer in these petitions both filed under Section 482 Cr.P.C.
is for quashing of FIR No. 94 dated 21.07.2014 (Annexure P-2 in both



cases) registered under Sections 406 and 498-A IPC at Police Station Nangal, District Rupnanagar and all subsequent proceedings arising therefrom on the basis of Settlement/Agreement No. 1343 dated 11.11.2014 [Annexure P-13 (in CRM-M-37900-2016) and Annexure P-10 (in CRM-M-27517-2018)] arrived at between Bharat Sharma/petitioner (in CRM-M-37900-2016) and his wife Sonika Sharma (since deceased) for a sum of Rs.17,00,000/- to be paid by Bharat Sharma to his wife towards full and final settlement.

3. Brief facts of the present case are Bharat Sharma-petitioner (in CRM-M-37900-2018) is the husband; whereas Renu Sharma @ Babli-petitioner (in CRM-M-27517-2018) is sister-in-law/*Nanad* of Sonika Sharma. Marriage of Bharat Sharma with Sonika Sharma, was solemnized on 28.05.2006 and one daughter was born out of the said wedlock on 22.10.2007, who is currently in the care and custody of her maternal grandparents. In the year 2008, Sonika Sharma, wife of petitioner Bharat Sharma, complained about a lump in her throat. As per medical reports, she was detected with Tumor in the throat and the petitioner did everything possible for the medical treatment of his wife. The problem of the petitioner's wife did not subside and in the year 2013, she again fell ill. Later on, wife of the petitioner came to know that she was suffering from Cancer and she might not survive for a long time and went to her parents house, where they poisoned her that after her death the petitioner shall re-marry and the minor daughter will have to live a life of a destitute.

4. Being forced by her parent's family, Sonika Sharma/wife of the petitioner had filed the present FIR (Annexure P-2) against the



petitioner and his family members with an ulterior motive. The petitioner has approached this Court by way of filing CRM-M-29812-2014, for grant of anticipatory bail and the matter was referred to the Mediation and Conciliation Centre of this Court and vide Settlement Agreement No. 1343 dated 11.11.2014 (Annexure P-12), the parties have mutually agreed to resolve all their disputes. According to the Settlement Agreement (Annexure P-12), petitioner-Bharat Sharma had to pay an amount of Rs.17,00,000/- towards full and final settlement as per schedule mentioned in para 5(b) of the aforesaid agreement (at page 70 of the paper-book). As per para 5(f) of the agreement (at page 71 of the paper-book), it was also mutually agreed between the parties that in case, wife of the petitioner, namely, Sonika Sharma, expires before payment of the entire agreed amount then in that eventuality the full and final amount shall be paid to the minor daughter. Further, it was also mutually agreed between the parties that after payment of Rs.5,00,000/- on or before January, 2015, the deceased-wife undertakes that she shall have no objection in quashing of the aforesaid FIR on the basis of aforesaid settlement agreement [para 5(h) of the agreement]. Since, the petitioner had failed to comply with the terms and conditions of aforesaid settlement agreement (Annexure P-12), a co-ordinate Bench of this Court vide order dated 13.02.2015 (Annexure P-13) had dismissed the petition bearing CRM-M-29812-2014 for grant of anticipatory bail to the petitioner. Unfortunately, Sonika Sharma, wife of the petitioner was expired on 07.03.2015.

5. Being aggrieved, the petitioner had approached the Hon'ble Supreme Court by way of filing SLP (Crl.) 2729-2015 and vide order



dated 16.08.2016 (Annexure P-16), the Hon'ble Supreme Court had directed that since the petitioner had invested the agreed amount in FDRs therefore, nothing survives in the matter and qua the custody of minor daughter, the parties were directed to appear before the Mediation Centre, Punjab and Haryana Court, Chandigarh at 11:00 A.M. on 07.09.2016 and settle the dispute amicably with regard to custody of the minor child; and in case mediation fails liberty was granted to the petitioner to take recourse to the alternative remedy under the Guardians and Wards Act, 1890 before an appropriate forum in accordance with law.

6. Vide order dated 09.08.2017, application bearing CRM-2723-2017, was disposed of and respondent No. 2/father of the deceased wife of the petitioner was impleaded as respondent No. 2.

7. Petitioner-Bharat Sharma, who is present in person submits that as per settlement agreement (Annexure P-12), he had already deposited the whole agreed amount of Rs.17,00,000/- in the name of minor daughter of the parties, according to schedule as mentioned para 5(b) i.e. (i) Rs. 5,00,000/- on 15.01.2015; (ii) Rs.5,00,000/- on 15.11.2015; (iii) Rs.3,50,000/- on 15.07.2016; and (iv) Rs.3,50,000/- on 15.01.2016. Therefore, nothing survives in both the present cases and it is prayed that the same be allowed and the FIR in question may be ordered to be quashed in terms of Settlement Agreement dated 11.11.2014 (Annexure P-12).

8. On the other hand, learned counsel for respondent No. 2/father of the deceased wife of the petitioner vehemently opposes the prayer for quashing of the impugned FIR (Annexure P-2) and submits that as per settlement agreement (Annexure P-12), the petitioner had to pay the



agreed amount of Rs.17,00,000/- to his deceased-wife, but the petitioner had reduced the aforesaid amount in the form of FDRs in the name of minor daughter.

9. The petitioner who is present in person counters the aforesaid submission made by learned counsel for respondent No. 2 and submits that as per para 5(f) of the agreement (at page 71 of the paper-book), it was also mutually agreed between the parties that in case, wife of the petitioner, namely, Sonika Sharma, expires before payment of the entire agreed amount then in that eventuality the full and final amount shall be paid to the minor daughter. Therefore, nothing wrong has been done by him.

10. In view of the above and the fact that the matter has since been settled between the parties; and the petitioner-husband had made the entire payment of agreed amount in the name of minor daughter, this Court feels that in order to secure the ends of justice, the criminal proceedings deserve to be quashed.

11. As per the Full Bench judgment of this Court in ***“Kulwinder Singh and others Vs State of Punjab”, 2007 (3) RCR (Criminal) 1052***, it is held that High Court has power under Section 482 Cr.P.C. to allow the compounding of non-compoundable offence and quash the proceedings where the High Court is of the opinion that the same is required to prevent the abuse of the process of law or otherwise to secure the ends of justice. This power of quashing is not confined to matrimonial disputes alone.

12. Hon'ble Apex Court in the case of ***“Gian Singh Vs. State of Punjab and another”, 2012 (4) RCR (Criminal) 543***, had also observed that in order to secure the ends of justice or to prevent the abuse of

process of Court, inherent power can be used by this Court to quash criminal proceedings in which a compromise has been effected. The relevant portion of para 57 of the said judgment is reproduced here-in-below:-

“57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court.”

13. In view of what has been discussed here-in-above, both the petitions bearing CRM-M-37900-2016 filed by the husband of the deceased; and CRM-M-27517-2018, filed by sister-in-law/*Nanad* of the deceased are **allowed** and FIR No. 94 dated 21.07.2014 (Annexure P-2 in both cases) registered under Sections 406 and 498-A IPC at Police Station Nangal, District Rupnanagar and all subsequent proceedings arising therefrom, on the basis of Settlement/Agreement No. 1343 dated 11.11.2014 [Annexure P-13 (in CRM-M-37900-2016) and Annexure P-10 (in CRM-M-27517-2018)] arrived at between Bharat Sharma/petitioner (in CRM-M-37900-2016) and his wife Sonika Sharma (since deceased), are ordered to be quashed qua the petitioner(s).

10. Pending application(s), if any, shall also stand disposed of.

27.05.2024
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(NIDHI GUPTA)
JUDGE

Whether speaking/reasoned Yes/No

Whether Reportable

Yes/No