

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.**

1. Crl. Misc. No. M-12840 of 2011 (O&M)
Date of Decision: 17.11.2015.

Ramneek KaurPetitioner

Vs.

Simarjit KaurRespondent

2. Crl. Misc. No. M-18087 of 2011 (O&M)

Pushpinderbir Kaur and anotherPetitioners

Vs.

Simarjit KaurRespondent

3. Crl. Misc. No. M-15287 of 2014 (O&M)

Mehtab Singh SandhuPetitioner

Vs.

Simarjit KaurRespondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Dinesh Trehan, Advocate
for the petitioners.

Mr. Gurmeet Singh, Advocate
for the respondent.

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SABINA, J.

Vide this order, above mentioned three petitions would be disposed of as the petitioners have sought quashing of complaints No. 57 dated 24.9.2009, 51 dated 24.9.2009 and RT-1/24.9.2009/7.6.2012 and all the subsequent proceedings arising therefrom.

During the pendency of the cases, the matter was referred to Mediation and Conciliation Centre. Parties have amicably settled their dispute. The settlement/compromise effected between the parties was reduced into writing on 30.7.2015.

Learned counsel for the parties have submitted that the compromise dated 30.7.2015 was duly signed by the parties.

Learned counsel for the respondent has submitted that in view of the compromise effected between the parties, respondent has no objection if the complaints in question are ordered to be quashed as petitioner Mehtab Singh Sandhu and the respondent have started residing together in the matrimonial home.

Para 8 of the compromise/settlement reads as under:-

The following settlement has been arrived at between the Parties hereto:

- i. The first party-Mehtab Singh Sandhu is a Major in the Indian Territorial Army and at present is posted at Baramula in the State of Jammu and Kashmir. The parties have mutually agreed voluntarily and equitably to settle/resolve all the issues/disputes between them and have decided to resume cohabitation in the home that will be arranged by the first party suitable to both the parties. It is agreed by the first party that he will buy/construct a permanent residential house for the second party*

and till the time permanent residential house will not be constructed, he will arrange the residential accommodation for the second party near to his place of posting or the place suitable to both the parties.

- ii. That the first party has agreed to deposit every month 30% of his salary as a maintenance allowance into the bank account of the second party and the second party will withdraw the application filed by her before Army authorities for her maintenance. The Army authorities had ordered the first party to pay 22% of his salary to the second party as a maintenance allowance.*
- iii. It is agreed between the parties that in a case the second party gets a job and starts her own earning, in that eventuality also, the first party will go on paying 30% of his salary to the second party as a maintenance allowance.*
- iv. Both the parties have agreed that they will resume cohabitation and will fulfil their matrimonial obligations with sincerity.*
- v. The first party has agreed that he will play an active and constructive role for providing an emotional, social and financial support as well as for creating a congenial atmosphere/environment in the matrimonial home in order to provide a sense of*

security and safety in the mind of the second party.

The second party has agreed that she will provide a full co-operation for keeping a peace in the matrimonial home as well as congenial matrimonial relations.

vi. Both the parties have agreed that they will bury their differences/disputes. It is assured by the first party that he will not intimidate the second party in any manner. Both the parties have agreed that they will respect each other's dignity and shall make an endeavour for the betterment of their family relations.

vii. It has been mutually agreed between the parties that in view of the present settlement, the first party and his family members will pray to the Hon'ble High Court to allow the Crl. Misc. No.M-15287 of 2014, CRM No.M-12840 of 2011 and CRM No.M-18087 of 2011 and quash the respective complaints filed by the second party before the J.M.I.C., Moga. Ms. Simarjit Kaur i.e. the second party undertakes that she shall have no objection for the quashing of the above said complaints on the basis of the present settlement/compromise. She further undertakes that she will execute an affidavit and make a statement in the Hon'ble Court for quashing the above-mentioned complaints as and when directed by the Hon'ble High Court. It has

been further agreed by the second party Ms. Simarjit Kaur that she will not pursue the said complaints in any Court of Law.

viii. Both the parties have mutually agreed that any other case or complaint or application pending before any Court of Law filed by any party will be withdrawn by the respective party.

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

Hon'ble the Apex Court in the case of **Gian Singh vs. State of Punjab and another** 2012 (4) RCR (Crl.) 543, has held as under:-

“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. In what cases power to quash the criminal proceeding or complaint or F.I.R may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and pre-dominatingly civil flavour stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family

disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

Since the parties have arrived at a compromise and have decided to live in peace, no useful purpose would be served in allowing the criminal proceedings to continue.

Accordingly, all these petitions are allowed. Complaints No. 57 dated 24.9.2009, 51 dated 24.9.2009 and RT-1/24.9.2009/7.6.2012 and all the consequential proceedings,

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arising therefrom, are quashed.

(SABINA)
JUDGE

November 17, 2015
Gurpreet