

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

**Crl. Misc. No. M-129 of 2015
Date of Decision: 31.08.2015.**

Gurinder Singh and othersPetitioners

Vs.

State of Punjab and anotherRespondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. Vaibhav Narang, Advocate
for the petitioners.

Mr. A.S.Sidhu, AAG, Punjab

None for respondent No. 2.

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SABINA, J.

Petitioners have filed this petition under Section 482 of the Code of Criminal Procedure, 1973 for quashing of FIR No. 100 dated 17.10.2013, under Section 406, 498-A of the Indian Penal Code, 1860 ('IPC' for short), registered at Police Station Qila Lal Singh, District Batala and all the subsequent proceedings arising therefrom on the basis of compromise effected between the parties.

Learned counsel for the petitioners has submitted that in fact, the parties had amicably settled their dispute. Petitioner No. 1 and respondent No. 2 had filed a petition under Section 13-B of the Hindu Marriage Act, 1955 ('Act' for short) for dissolution of their marriage by grant of a decree of divorce on the basis of mutual consent. The said petition was allowed on 5.8.2015. In pursuance to the terms of the compromise,

petitioner No. 1 has paid ₹ 4,50,000/- to respondent No. 2. In the divorce proceedings, respondent No. 2 had made a statement that in terms of compromise effected between the parties, she would appear before this Court in the present proceedings and make a statement that she would have no objection if the FIR in question was ordered to be quashed. Despite the fact that compromise was effected between the parties, respondent No. 2 had failed to appear before the Trial Court for recording of her statement.

None has appeared on behalf of respondent No. 2.

In the present case, the FIR in question has arisen on account of matrimonial discord between the parties. Statements of the parties were recorded in proceedings under Section 13-B of the Act.

Statement of respondent No. 2 recorded in the said proceedings on 16.12.2014 reads as under:-

“My marriage was solemnized with petitioner No. 2 Gurinder Singh on 19.11.2012 according to Sikh rites at Gurudwara Nihang Singh, Batala. After the marriage we cohabited with each other and out of our wedlock, no child was born out. We could not adjust with each other due to differences in habits and temperaments. All efforts made to settle the matter amicably by respectables from both side turned futile and we could not reconcile even of the best efforts by the relatives and respectables. Now it is impossible to live together as husband and wife and as such we are living separately since 17.3.2013. Now we both have

mutually agreed to get divorce by way of mutual consent as there is no love affection, mutual trust understanding sense of sacrifice between us. It is impossible to live together as husband and wife. All the matters have been settled between us with the intervention of relatives and respectables. It is settled between us that petitioner No. 2 Gurinder Singh will pay Rs. 4,50,000/- to petitioner No. 1 Gagandeep Kaur as permanent alimony. I have already received Rs. 2,25,000/- from petitioner No. 2 Gurinder Singh by way of draft Number 193864 dated 30.5.2014 in the court of Ms. G.K.Dhaliwal, Addl. Sessions Judge, Gurdaspur in the bail proceedings and remaining Rs. 2,25,000/- will be received by me on next date after six months from petitioner No. 2, in lieu of permanent alimony and maintenance and as full and final settlement. I have received back all dowry articles from petitioner No. 2 Gurinder Singh. I will not file any civil and criminal litigation regarding our matrimonial relation. At my statement one criminal case in the shape of FIR No. 100/13, under Section 406, 498-A IPC has been registered at P.S. Qila Lal Singh against petitioner No. 2 Gurinder Singh and his parents namely Narinder Singh and Charanjit Kaur. As per the terms and conditions of compromise between us, petitioner No. 2 and his parents shall be filing a petition under Section 482 Cr.P.C. before Hon'ble High Court to which I shall be giving no objection. So my marriage may be dissolved

by way of decree of mutual consent.”

On 5.8.2015, again statement of respondent No. 2 was recorded and the same reads as under:-

“Stated that my marriage was solemnized with petitioner No. 2 Gurinder Singh on 19.11.2012 according to Sikh rites at Gurudwara Nihang Singh, Batala. After the marriage, we cohabited with each other and out of our wedlock, no child was born out. We could not adjust with each other due to differences in habits and temperaments. All efforts made to settle the matter amicably by respectables from both sides turned futile and we could not reconcile even of the best efforts by the relatives and respectables. Now it is impossible to live together as husband and wife and as such we are living separately since 17.03.2013. I am stick to my earlier statement dated 16.12.2014. I have received the draft of remaining settled payment for a sum of Rs. 2,25,000/- vide draft having No. 438801 dated 3.8.2015 drawn upon State Bank of India. I have got an information regarding pendency of quashing petition in the Hon'ble High Court at Chandigarh on 21.08.2015 and I undertake to appear before the Hon'ble High Court and suffer appropriate statement for quashing of the FIR against my husband, father in law and mother in law as per terms and conditions of compromise. We have mutually agreed to dissolve our marriage. I will bound by my statement. My marriage be dissolved by way of mutual consent

and decree of divorce may be passed.”

On the basis of the statements of the parties, recorded before the Court, the Additional District Judge vide judgment/decreed dated 5.8.2015 allowed the petition filed by petitioner No. 1 and respondent No. 2 under Section 13-B of the Act. Learned counsel for the petitioners has placed on record copies of the statements of the parties as well as the judgment/decreed passed by the learned Additional District Judge in proceedings under Section 13-B of the Act.

It has been held by the Apex Court in '**Ruchika Agarwal Vs. Amit Kumar Agrawal, 2004(4) RCR (Criminal) 949**' as under:-

“Learned counsel appearing for the appellant, however, contended that though the appellant had signed the compromise deed with the above-mentioned terms in it, the same was obtained by the respondent-husband and his family under threat and coercion and in fact she did not receive lump sum maintenance and her Stridhan properties, we find it extremely difficult to accept this argument in the background of the fact that pursuant to the compromise deed the respondent-husband has given her a consent divorce which she wanted thus had performed his part of the obligation under the compromise deed. Even the appellant partially performed her part of the obligations by withdrawing her criminal complaint filed under Section 125 Cr.P.C. It is true that she had made a complaint in writing to the Family Court where Section 125 Cr.P.C.

proceedings were pending that the compromise deed was filed under coercion but she withdrew the same and gave a statement before the said court affirming the terms of the compromise which statement was recorded by the Family Court and the proceedings were dropped and a divorce was obtained. Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.”

Since in the present case, the parties have amicably settled their dispute and in pursuance thereto, the marriage between petitioner No. 1 and respondent No. 2 has been dissolved on the basis of mutual consent, continuation of criminal proceedings against the petitioners would be nothing but an abuse of process of law.

Accordingly, this petition is allowed. FIR No. 100 dated 17.10.2013, under Section 406, 498-A IPC, registered at Police Station Qila Lal Singh, District Batala and all the consequential proceedings, arising therefrom, are quashed.

**(SABINA)
JUDGE**

August 31, 2015
Gurpreet