

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

Criminal Misc. No.M-15881 of 2013 (O&M)

Date of decision: 29.01.2016

Gurnam Singh and others

-----Petitioner (s)

V/s

State of Haryana and others

-----Respondent(s)

CORAM:- HON'BLE MR. JUSTICE HARI PAL VERMA

1. Whether reporters of local newspapers may be allowed to see judgment?
2. To be referred to reporters or not?
3. Whether the judgment should be reported in the Digest?

Present:- Mr. Onkar Singh, Advocate for
Mr. A.P.S. Tung, Advocate for the petitioners.

Mr. Ashish Yadav, Addl. A.G. Haryana.

Mr. G.S. Kaura, Advocate for respondents
No.4 and 5.

HARI PAL VERMA, J.(Oral)

Prayer made in the present petition filed under Section 482 Cr.P.C. is for quashing of FIR No.145, dated 28.04.2013, for offence under Sections 498-A, 323, 406 and 506 IPC, registered at Police Station, City Tohana, District Fatehabad (Annexure P-4) and all other consequential proceedings arising therefrom.

Though, initially the prayer was made in the present petition for quashing of FIR on merits, however, during the pendency of this petition, this Court vide order dated September 16, 2013, while taking into consideration the nature of litigation

and prayer made by the parties, directed them to appear before the Mediation and conciliation Centre of this Court on 24.09.2013 for amicable settlement.

Pursuant to the aforesaid order dated September 16, 2013 passed by this Court, the parties have appeared before the Mediation and conciliation Centre of this Court and joined the mediation proceedings, but mediation failed. Thereafter, petitioner filed *Criminal Misc. No.34444 of 2015* for placing on record compromise/settlement dated 23.09.2015 arrived at between them before the Mediation and Conciliation Center of this Court. Said application was allowed vide order dated 05.01.2016 and compromise/settlement dated 23.09.2015 was taken on record as Annexure P-5.

Relevant extract of the said settlement/compromise dated 23.09.2015, as referred in Clause 8, reads as under:-

“8. The following settlement has been arrived at between the parties hereto:

a) Both the parties have agreed to dissolve the matrimonial ties peacefully. The second party has agreed to make the payment of Rs.50,000/- (Rupees Fifty Thousand Only) to the first party as permanent alimony (past, present and future maintenance). The above said amount of Rs.50,000/-(Rupees Fifty Thousand Only) shall be paid by the first party to the second party in the following manner:-

i) The amount of Rs.50,000/-(Rupees Fifty Thousand Only) shall be paid by the second party to the first party in the shape of Demand Draft/Cheque (subject to clearance) at the time of the first motion statement to be made in petition under Section 13-B of the Hindu Marriage Act.

ii) It has been agreed between the parties that second party will withdraw the petition already filed by him under Section 11 of the Hindu

Marriage Act at Kapurthala before filing petition under Section 13-B of Hindu Marriage Act.

iii) It has been mutually agreed that the petition under Section 13-B shall be filed by the parties on or before 30.10.2015 in the Court of competent jurisdiction at Fatehabad(Haryana). Both the parties will cooperate with each other in filing the petition under Section 13-B of Hindu Marriage Act.

b) The Second party has already filed a Crl. Misc. Petition for quashing of FIR No.145, dated 28.04.2013 under Sections 498A/406/323 IPC, P.S. Tohana, District Fatehabad, which is pending before this Hon'ble Court. The first party will make a statement by way of an affidavit that they have no objection, if the present FIR is quashed against the second party and his family members.

Pursuant to the aforesaid clause, reply by way of short affidavit of Gurnam Singh son of Sohan Singh resident of House No.83, Ward No.16, Toor Nagar, Tohana, Distt. Fatehabad, has been placed on record. The said reply specifically states that now the matter has been compromised between all the petitioners and complainant and the complainant do not want to pursue the said FIR against the petitioners. Moreover, the complainant has no objection in case FIR in question is quashed on the basis of compromise.

Learned counsel for the State submits that it being a matrimonial dispute between the parties and taking into consideration that an amicable settlement was arrived at between them by way of a settlement/compromise dated 23.09.2015, he has no objection in case the FIR in question is quashed.

I have heard learned counsel for the parties.

There is nothing on record to doubt the genuineness of the settlement/compromise dated 23.09.2015, as arrived between the them before the Mediation and Conciliation Centre of this Court. Thus, no useful purpose would be served to continue with the proceedings in the instant FIR.

Hon'ble the Apex Court in **Gold Quest International Private Ltd. vs. State of Tamil Nadu and others, 2014(4) RCR (Criminal) 206**, has held that the disputes which are substantially matrimonial in nature, or the civil property disputes with criminal facets, if the parties have entered into settlement, and it has become clear that there are no chances of conviction, there is no illegality in quashing the proceedings under Section 482 Cr.P.C read with Article 226 of the Constitution.

Taking into consideration the settlement/compromise dated 23.09.2015 arrived at between the parties before the Mediation & Conciliation Centre of this Court and the aforesaid judgement of Hon'ble the Apex Court in **Gold Quest International Private Ltd. (supra)**, as well as following the principles laid down by the Full Bench judgment of this Court in **Kulwinder Singh and others v. State of Punjab and another, 2007 (3) RCR (Criminal) 1052 (P&H)**, as approved by the Hon'ble Supreme Court in **Gian Singh vs. State of Punjab and others, (2012)10 SCC 303**, this petition is allowed and FIR No.145, dated 28.04.2013, for offence under Sections 498-A, 323, 406 and 506 IPC, registered at Police Station, City Tohana, District Fatehabad (Annexure P-4) and all other consequential proceedings arising therefrom, *qua* the petitioners are quashed.

Since the parties have compromised the matter, it is expected that the parties shall remain bound by the terms and conditions, as mentioned in the compromise/settlement dated 23.09.2015 arrived at before the Mediation & Conciliation Centre of this Court,

January 29, 2016
Anjal

(HARI PAL VERMA)
JUDGE