

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

Crl. Misc. No. M-1905 of 2016

DATE OF DECISION: 24.05.2016

Chandresh Chaturvedi and others

.....Petitioners

Versus

State of Haryana and another

.....Respondents

**BEFORE:- HON'BLE MRS. JUSTICE DAYA CHAUDHARY**

1. **Whether reporters of local newspaper may be allowed to see judgment? (Yes/No)**
2. **To be referred to reporters or not? (Yes/No)**
3. **Whether the judgment should be reported in the Digest? (Yes/No)**

Present:- Mr. R.K. Trikha, Advocate  
for the petitioners.

Mr. B.S. Virk, DAG, Haryana.

Mr. Hemant Bassi, Advocate  
for respondent No.2.

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**DAYA CHAUDHARY, J.**

The prayer in the present petition is for quashing of FIR No. 857 dated 27.9.2013 registered under Sections 498-A, 406, 323, 34 IPC at Police Station Civil Lines, Hisar, on the basis of compromise arrived at between the parties.

Petitioner No.1 is husband and petitioners No.2 and 3 are parents-in-law of complainant-respondent No.2, respectively. Aforesaid FIR was registered on the basis of complaint made by respondent No.2, wherein, certain allegations of demand of dowry and harassment were levelled against the petitioners. Petitioners No.2 and 3 were granted anticipatory bail by Hon'ble the Apex Court vide orders dated 27.10.2014 and 8.9.2014. Thereafter, petitioner No.1 i.e. husband of complainant-

respondent No.2 approached this Court by way of filing Crl. Misc. No. M-34880 of 2015 for grant of anticipatory bail.

Notice of motion was issued in the said petition vide order dated 13.10.2015 and interim protection was granted to petitioner No1. On 5.11.2015, since both the parties were ready for amicable settlement, they were directed to appear before the Mediation and Conciliation Centre of this Court, where, the matter was settled with certain terms and conditions, which are reproduced as under:-

1. Marriage of Chandresh Chaturvedi (First Party) and Prachi Sharma (Second Party) was solemnised on 10.12.2009 at Gwalior as per Hindu rites. There was no child born out of this wedlock. After the marriage for few days they stayed at Gwalior and then went to Gurgaon in connection of their job. They stayed there for 1-1/2 years and then they went to Canada and stayed there till 01.04.2013. Thereafter they returned to India and since then the second party/wife is living in her parental house. The relations between the parties were not compatible. The second party-wife lodged an FIR No. 857 dated 27.09.2013 under Sections 498-A, 406, 323, 34 IPC at Police Station Civil Lines, Hisar.

The first party-husband filed a petition bearing number as CRM No.M-34880 of 2015 before the Hon'ble High Court under Section 438 of the Code of Criminal Procedure for grant of anticipatory bail in abovesaid FIR No. 857 dated 27.09.2013 under Sections 498-A, 406, 323, 34 IPC, registered at Police Station Civil Lines, Hisar.

2. The second party had also filed a divorce petition under Sections 12 and 13 of the Hindu Marriage Act for dissolution of marriage in which decree of divorce has been granted by the District Judge, Family Court, Hisar vide judgment and decree dated 27.11.2015. Against this judgment, the first party has filed FAO No. 8662 of 2015 titled as 'Chandresh Chaturvedi Vs. Prachi Sharma' before the Hon'ble High Court in which notice of motion has been issued for 14.01.2016 and operation of the impugned judgment/decreed has been stayed till further

orders.

3. The matter (CRM No.M-34880 of 2015) was referred to Mediation & Conciliation Centre vide an order dated 05.11.2015 passed by the Hon'ble High Court in the above-mentioned petition.
4. The parties have agreed that Ms. Sushma Singh, Advocate would act as their Conciliator/Mediator in the matter of Mediation and Conciliation proceedings.
5. Several meetings were held during the process of Conciliation/Mediation from 01.12.2015 to 06.01.2016. The parties with the assistance of the Mediator/Conciliator voluntarily have arrived at an amicable solution resolving the above mentioned disputes and differences.
6. The parties hereto confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator/Conciliator.
7. The following settlement has been arrived at between the parties hereto:
  - i) The parties have mutually agreed to part ways by accepting the decree of divorce. The first party-Chandresh Chaturvedi though do not accept the grounds of impotency and cruelty but accept the decree of divorce passed by the District Judge, Family Court, Hisar as their marriage was failed due to non-compatibility between them and the second party-Prachi Sharma also do not want to press those grounds. They also accept that their marriage has irretrievably broken down to the point of no return and they have no desire to carry the matrimonial relations.
  - ii) It has been agreed between the parties that both the parties pray to the Hon'ble High Court to dispose of the FAO No. 8662 of 2015 titled as 'Chandresh Chaturvedi Vs. Prachi Sharma' in terms of the present Settlement/Agreement.
  - iii) It has also been agreed between the parties that the second party will not oppose the anticipatory bail of the

first party-Chandresh Chaturvedi.

- iv) It has been further agreed between the parties that an amount of Rs.10,00,000/- (Rupees Ten Lacs only) will be paid by the first party to the second party as permanent alimony and maintenance (past, present and future) for the second party. The amount of Rs.10,00,000/- (Rupees Ten Lacs only) shall be paid by the first party to the second party in the following manner :-
  - a) First instalment of Rs.2,50,000/- (Rupees Two Lacs and Fifty Thousand only) shall be paid by way of Demand Draft in the name of Prachi Sharma on 14.01.2016 in the Hon'ble High Court at the time of hearing of FAO No.8662 of 2015.
  - b) Second instalment of Rs.2,50,000/- (Rupees Two Lacs and Fifty Thousand only) shall be paid by way of Demand Draft in the name of Prachi Sharma in the Hon'ble High Court at the time of hearing of anticipatory bail bearing CRM No.M-34880 of 2015.
  - c) Third instalment of Rs.5,00,000/- (Rupees Five Lacs only) shall be paid by way of Demand Draft in the name of Prachi Sharma in the Hon'ble High Court at the time of quashing of FIR No. 857 dated 27.09.2013 under Sections 498-A, 406, 323, 34 IPC, registered at Police Station Civil Lines, Hisar.
- v) It has been mutually agreed between the parties that a petition for quashing the FIR No. 857 dated 27.09.2013 under Sections 498-A, 406, 323, 34 IPC, registered at Police Station Civil Lines, Hisar shall be filed by the first party namely Chandresh Chatruvedi and other family members before the Hon'ble High Court on the basis this agreement. Prachi Sharma i.e. the second party undertakes that she shall have no objection for the quashing of the above said FIR on the basis of this agreement. She further undertakes that she will execute an affidavit and make a statement in the Hon'ble Court for quashing the above-mentioned FIR as and when directed by the Hon'ble Court. It has been further

agreed by the second party (Prachi Sharma) that she will not pursue the said FIR.

8. That the present settlement will be full and final and no further claim for any alimony/maintenance and Stridhan will be claimed by the second party in any Court of Law.
9. By signing this agreement the parties hereto state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by them and all the disputes and differences in this regard have been amicably settled by the parties hereto through the process of Conciliation/Mediation and shall not institute any other case against each other/family members with reference to the present dispute.
10. That the parties undertake before the Hon'ble Court to abide by the terms and conditions set out in the agreement and not to dispute the same hereinafter in future.
11. It has been further agreed between the parties that if the first party backs out from the terms of the present settlement, the amount so paid by the first party shall be forfeited and the second party is at liberty to take recourse of law. In the same manner, if the second party backs out from any terms of the present settlement, then in that case, she is liable to pay the amount she has received and the first party is at liberty to take recourse of law as available to them.
12. That the parties to this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary.
13. With the execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.
14. That it has been further agreed between the parties that in case of necessity, both the parties shall be free to present the copy of the above agreement before any authority or Court if the same is required to witness the execution of the agreement or to settle any pending controversy between the parties.

As per terms and conditions of the compromise, learned

dated 20.5.2016 amounting to ₹ 5 lacs to learned counsel for respondent No.2 in the Court today and the same has duly been received by him.

Learned counsel for the petitioners submits that the compromise has been effected between the parties before Mediation and Conciliation Centre of this Court and the terms and conditions settled between the parties have been complied with. He further submits that respondent No.2 has no objection in quashing of the FIR and other proceedings.

Learned counsel for complainant-respondent No.2 submits that complainant has no objection in quashing of the FIR and other proceedings.

Heard the arguments advanced by learned counsel for the parties and have also gone through the allegations levelled in the FIR as well as the compromise arrived at between the parties.

Admittedly, the matter has been compromised between the parties and it will be a futile exercise in case the proceedings are continued as the complainant is not going to support the case of the prosecution. Even it has been held by Five Judges' Bench of our own High Court in **Kulwinder Singh and others vs. State of Punjab and others, 2007(3) RCR (Criminal) 1052** that this Court has wide power to quash the criminal proceedings even in non-compoundable offences, notwithstanding the bar under Section 320 of the Criminal Procedure Code in order to prevent abuse of the process of law or to secure the ends of justice. The present case falls within the parameters of the guidelines issued in **Kulwinder Singh's case (supra)**.

Accordingly, by considering the submissions made by learned counsel for the parties and the fact that both the parties are satisfied with the compromise and amount settled in the compromise has been paid to

Crl. Misc. No. M-1905 of 2016

(7)

complainant, the present petition is allowed. FIR No. 857 dated 27.9.2013 registered under Sections 498-A,406,323,34 IPC at Police Station Civil Lines, Hisar as well as all subsequent proceedings arising therefrom qua petitioners, namely, Chandresh Chaturvedi, Ram Naresh Chaturvedi, Smt. Shashi Chaturvedi, are hereby quashed.

May 24, 2016  
pooja

**(DAYA CHAUDHARY)**  
**JUDGE**