

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

CRM-M-19836 of 2016

Date of decision: 30.09.2016

Parneet Singh Brar

-----Petitioner (s)

V/s

State of Punjab & another

-----Respondent(s)

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

Present:- Mr.Anter Singh Brar, Advocate for the petitioner.

Mr. Gurinderjit Singh, DAG, Punjab

Mr.Avinash Singh, Advocate for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.254 dated 26.11.2013 for offence under Sections 66, 66-A, 66-D, 67, 67-A of Information Technology Act and Sections 292 and 506 IPC, registered at Police Station Mataur, District SAS Nagar and all consequential proceedings arising therefrom on the basis of compromise arrived at between the parties.

The relevant terms of settlement(mutual agreement) arrived at between the parties reads as under:-

5. *That further party no.2 will pay a total amount of Rs.50 lacs to the party no.1 as permanent alimony and matrimony and future rights of the girl child namely Inayat.*

6. *That the custody and guardianship of the girl Inayat will be exclusively of the Ist party till the attainment of the*

age of majority by the girl child and that the second party has forsaken the visiting rights in lieu of the girl child namely Inayat and will not maintain any relation whatsoever with the above said girl child.

7. *That out of the above said amount of Rs.50 lacs the second party will hand over Rs. 15 lacs in cash to the first party in the court and the same shall be incorporated in the recitals of the first statement to be tendered on account of filing of divorce through mutual consent U/s 13 B of Hindu Marriage Act.*

8. *That the second party shall hand over Rs. 5 lac by the way of Bank draft or cash at the time of tendering of statement by the first party in the Court of the Magistrate in lieu of the quashing of each FIR respectively and the same shall be incorporated in the recitals of the statement to be tendered. That a total of three FIRs have been registered against the second party and as such a total of Rs.15 lacs will be paid out of the balance Rs.35 lacs of the above said 50 lacs.*

9. *That the second party shall hand over a post dated six months cheque of Rs. 20 lacs as per detail below with the counsels.*

Date of the Cheque 17th Nov 2016

Amount-20 lacs

Bank-HDFC Acc. No.01871000041535 Chq no.000037

In favour of the girl child and that the first party will receive the same at the time of tendering of the second statement.”

This Court vide order dated 02.06.2016 had directed the parties to appear before the Illaqa Magistrate/trial Court to get their statements recorded with regard to compromise and the Illaqa Magistrate/trial Court was directed to submit its report qua the genuineness of the compromise.

Pursuant to the aforesaid order dated 02.06.2016, the parties have appeared before learned Judicial Magistrate Ist Class, Mohali and got their statements recorded. On the basis of the statements so recorded,

learned Magistrate has forwarded report dated 09.08.2016 to the effect that the parties have willfully settled their differences and reached at a bona fide compromise without any pressure and the same is genuine.

The statement made by the complainant-respondent No.2, namely, *Dr. Navdeep Kaur Boparai* daughter of Col. S.S. Boparai before the Magistrate on 22.07.2016, reads as under:-

“Stated that I had got lodged FIR no.254 dated 26.11.2013 under Sections 66, 66A, 66D, 67, 67A of IT Act and 292 and 506 IPC at Police Station Mataur, District SAS Nagar against accused Parneet Singh Brar son of Sukhdev Singh Sidhu resident of Sidhu Hospital, Ganesha Basti, GT Road Bathinda. Now with the intervention of the respectable persons of the society, I have compromised the matter with the abovesaid accused and have received Rs.5 lakh today vide draft No.965922/21.07.2016 of PNB, Bathinda. Now we have no grudge against each other. The compromise has been effected without any undue influence, pressure or coercion. I have no objection if the abovesaid FIR is quashed against the accused. I have tendered my affidavit Ex.C1, mutual settlement Ex.C2 and copy of petition u/s 13B HMA as Ex. C3.”

Apart from the statement of the complainant-respondent No.2- *Dr. Navdeep Kaur Boparai*, whereby she has shown no objection to the FIR being quashed, there is nothing on record to doubt the genuineness of the compromise, as arrived between the parties. Thus, no useful purpose would be served to continue with the proceedings in the instant FIR.

Learned counsel for the State as well as learned counsel for respondent No.2 does not dispute the factum of compromise entered between the parties.

Accordingly, 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.254 dated 26.11.2013 for offence under Sections 66, 66-A, 66-D, 67, 67-A of Information Technology Act and Sections 292 and 506 IPC, registered at Police Station Mataur, District SAS Nagar and all other consequential proceedings arising therefrom, are quashed, qua the petitioner, in view of the compromise arrived at between the parties.

30.09.2016

Anjal

**[HARI PAL VERMA]
JUDGE**

Whether speaking/reasoned?

Yes/No

Whether reportable?

Yes/No