

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

**Criminal Misc. No. M-36314 of 2015
Date of decision: 01.04.2016**

Gagandeep Singh

..Petitioner

Versus

State of Punjab and another

..Respondents

CORAM: HON'BLE MRS. JUSTICE DAYA CHAUDHARY

- 1. Whether reporters of local newspapers 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: Ms. Pushpinder Kaur, Advocate for
Ms. G.K. Mann, Advocate
for the petitioner.

Mr. Rupam Aggarwal, DAG, Punjab
for respondent No.1– State.

Mr. G.S. Jagpal, Advocate
for respondent No.2.

Daya Chaudhary, J.

This petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.57 dated 12.04.2014 registered under Sections 406, 498-A of Indian Penal Code (for short 'IPC') at Police Station Civil Lines, Batala, District Gurdaspur on the basis of compromise (Annexure P-2) arrived at between the parties before Mediation and Conciliation Centre of this Court.

The marriage between Petitioner-Gagandeep Singh and complainant-respondent No.2-Ravinder Kaur was solemnized on

29.07.2006. Out of said wedlock, one son was also born. After some time, due to temperamental differences that arose between the parties, they started living separately. Thereafter, the aforesaid FIR was lodged by respondent No.2.

Earlier the petitioner filed Criminal Misc. No. M-25511 of 2014 for grant of anticipatory bail before this Court and the matter was referred to the Mediation and Conciliation Centre of this Court and the same was settled. The terms and conditions as settled between the parties are reproduced as under: -

“XXX

XXX

XXX

1. *Disputes and differences had arisen between the Parties hereto and a was filed an anticipatory bail petition under Section-438 was filed by the husband in a dowry demand case FIR No.57 dated 12.4.2014, under Section 406, 498-A IPC registered at P.S. Civil Limes, Batala, District Gurdaspur “CRM M No.25511 of 2014” titled as “Gagandeep Singh Vs. State of Punjab and another” before this Hon'ble High Court.*
2. *The matter was referred to Mediation/Conciliation vide an order dated 11.8.2014 and again after extension on 27.11.2014 passed by Hon'ble Mr. Justice M.S. Sullar.*
3. *The parties agreed that Mr. Ashok Singh Chaudhary, Advocate would act as their Conciliator/Mediator in the matter in Mediation and Conciliation proceedings.*

4. *Several meetings were held during the process of Conciliation/Mediation from 11.8.2014 to 04.12.2014 the parties have with the assistance of the Mediator/Conciliator voluntarily arrived at an amicable solution resolving the above mentioned disputes and differences.*
5. *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.*
6. *That both the parties agreed to file petition for mutual divorce under Section 13-B of the Hindu Marriage Act at District Gurdaspur within a fortnight (within 14 days) from the date of this settlement.*
7. *That both the parties have agreed regarding the custody of their only minor child namely Lovneet Singh aged about 6 years who is presently residing with his mother to be handed over to his grand mother-Smt. Harbinder Kaur who is Green Card Holder of U.S.-New York Flushing, during her visit to India in near future.*
8. *That mother has agreed upon to give the custody and care of the child to his Grand-mother on her arrival from U.S. after the at time final decision/grant of the mutual divorce by the Ld. Court below.*
9. *That both the parties have agreed that child shall be admitted to Hostel School to be decided by his Grand mother during her visit*

to India.

10. That the expenses of the child like education/hostel, medial and food clothing etc., will be born jointly by Grand-mother and Father-Gagandeep Singh.

11. That the Grand-mother shall send monthly expenses for upbringing the child directly to the school from U.S.A., and while in India she will be paying the expenses hostel or school fee personally and in case her failure to do so the husband undertakes to pay the same timely.

12. That the parties have agreed that Grand-mother shall be at liberty to take the child to U.S.A., whenever it is possible according to the prevalent Visa rules/conditions.

13. That after the final decree of divorce the petitioner is at liberty to file compromise/agreement before the Hon'ble High Court for quashing of FIR No.57 dated 12.4.2014, under Sections 406, 498-A IPC registered at P.S. Civil Lines, Batala, District Gurdaspur and Ravinder Kaur has also agreed to appear and make a statement before the Hon'ble High Court in this regard.

14. That the wife Ravinder Kaur has no objection in case the anticipatory bail is granted by this Hon'ble Court.

15. That both the parties are further agreed to decide the custody of the child during the proceedings of mutual divorce before the Ld. Court only in the aforesaid manner as agreed

upon by husband and wife vide this settlement.

16. That both the parties have further agreed that after this agreement/settlement they will not file any civil or criminal case against each other.

17. 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 both 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 with reference to the present claim.

18. 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.

19. That the parties in this agreement hereby state that they have read the agreement, that they have understood the contents thereof and their execution of agreement is voluntary. Each party has relied upon or has had the opportunity to seek legal advice of their counsel.

20. The execution of this agreement, each signatory acknowledges receipt of fully executed duplicate/original of this agreement.

21. 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 compromise before any authority or Court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.”

Learned counsel for both the parties submit that the statements of the parties with regard to compromise have already been recorded in a petition filed under Section 13-B of the Hindu Marriage Act, 1955 (for short 'the Act').

Learned counsel for complainant-respondent No.2 has filed an affidavit of respondent No.2 in the Court and the same is taken on record wherein it has been mentioned that a decree of divorce under Section 13-B of the Act has been granted. It has also been mentioned in the affidavit that respondent No.2 has no objection in quashing of the FIR and other proceedings.

The dispute between the parties is matrimonial in nature and the same has been settled by way of compromise. The petition filed under Section 13-B of the Act has been allowed. Complainant-respondent No.2 has no objection in quashing of the FIR and other proceedings. Moreover, no purpose would be served in case proceedings are continued in future as it would result into wastage of precious time of the Court.

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.

Accordingly, the present petition is allowed and the impugned criminal proceedings arising out of FIR No. 57 dated 12.04.2014 registered under Sections 406, 498-A of Indian Penal Code (for short 'IPC') at Police Station Civil Lines, Batala, District Gurdaspur as well as all subsequent proceedings arising therefrom qua petitioner, namely, Gagandeep Singh, are hereby quashed.

01.04.2016
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(DAYA CHAUDHARY)
JUDGE