

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

**Crl. Misc. No.M-37783 of 2015
Date of decision : 12.01.2016**

Sanjay Munjal and another

.....Petitioner(s)

Versus

State of Haryana and others

...Respondent(s)

CORAM: HON'BLE MRS. JUSTICE ANITA CHAUDHRY

Present: Mr. Kunal Dawar, Advocate
for the petitioners.

Ms. Vibha Dhiman, AAG, Haryana.

Ms. Sushma Chopra, Advocate
for respondent nos.2 & 3.

ANITA CHAUDHRY, J(ORAL)

Power of attorney on behalf of respondents no.2 & 3 filed.

Reply filed by the State is taken on record. Copy supplied. Counsel for the petitioner has handed over a demand draft of Rs.8 lacs to the counsel for the private respondents. Copy of the demand draft has been placed on record.

The instant petition is for quashing of FIR No.251 dated 07.09.2013 registered under Sections 323, 406, 498-A, 506/34 IPC, Police Station Sector 40, Gurgaon, District Gurgaon and the consequent proceedings arising out of the same, on the basis of written compromise arrived at between the parties.

Counsel for the petitioners states that as per compromise, an amount of Rs.7 lacs was to be paid today instead draft of Rs.8 lacs has been handed over and at the stage of second motion in the divorce petition filed under Section 13B of the Hindu Marriage Act, they will pay Rs.7 lacs to the complainant. There is no issue on this by the complainant side.

Report has been received from the trial Court after statements of the parties were recorded regarding the compromise. The trial Court has also sent copy of the statements of parties.

No useful purpose would be served to keep the FIR pending.

In view of the statements and report of the trial Court and the principles laid down by the Full Bench judgment of this Court in **Kulwinder Singh and others Vs. State of Punjab and another, 2007(3) RCR (Criminal) 1052**, approved by Hon'ble Apex Court in **Gian Singh Vs. State of Punjab and others (2012) 10 SCC 303**, the instant petition is allowed and the aforesaid FIR and all consequent proceedings conducted on the basis thereof are quashed qua the petitioners.

Needless to say that parties shall remain bound by the terms of compromise and their statements made in the Court below and liberty is granted for revival in case amount is not paid or the complainant fails to appear to support the compromise.

12.01.2016
sunil

(ANITA CHAUDHRY)
JUDGE