

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Crl. Misc. No. M-40922 of 2015

DATE OF DECISION: 24.05.2016

Dharam Chand and another

.....Petitioners

Versus

State of Punjab 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. Neeraj Malhotra, Advocate
for the petitioners.

Mr. Rupam Aggarwal, DAG, Punjab.

Complainant in person.

DAYA CHAUDHARY, J.

Petitioners-Dharam Chand and Sumitra Devi are accused in FIR No. 68 dated 24.3.2013 registered under Sections 406,498-A IPC at Police Station Tanda, District Hoshiarpur.

Petitioner No.1-Dharam Chand got married with complainant-respondent No.2 in the year 2007. After sometime of the marriage, some differences arose between the parties and complainant-respondent No.2 made a complaint to the police and aforesaid FIR was registered against the petitioners. During the pendency of the proceedings, the matter was referred to Mediation and Conciliation Centre of this Court, where, the dispute was settled between the parties and on the basis of compromise

arrived at between the parties, a petition under Section 13-B of the Hindu Marriage Act was filed, which was allowed on 22.9.2014.

Notice of motion was issued in the case on 5.12.2015 and further proceedings before the trial Court were ordered to be stayed.

Learned counsel for the petitioners submits that the dispute between the parties has been settled and complainant has no objection in quashing of FIR. Petition under Section 13-B of the Hindu Marriage Act has already been allowed and marriage has been dissolved with mutual consent. Complainant-respondent No.2 has received the amount settled in the compromise.

Learned counsel for respondent No.2 has not disputed the submissions made by learned counsel for the petitioners.

Heard the arguments advanced by learned counsel for the parties and have also perused the allegations levelled in the FIR and other documents available on the file.

Admittedly, the matter has been compromised between the parties before the Mediation and Conciliation Centre of this Court, wherein, certain terms and conditions were settled, which are as under:-

- i) "Both the parties with their own free will and consent have decided to settle the dispute. Dharam Chand-husband has agreed to pay an amount of Rs. 1,00,000/- (Rupees one lac only) to his wife Sonia Rani as full and final settlement of their dispute. Wife Sonia Rani has agreed to settle for an amount of Rs. 1,00,000/- (Rupees one lac only) as full and final settlement.
- ii) Sonia Rani has consented not to pursue the FIR No. 68 dated 24.3.2013 under Sections 406/498-A IPC, Police Station Tanda, District Hoshiarpur against husband Dharam

Chand and his family members. She has also agreed to withdraw the case seeking maintenance from husband Dharam Chand.

iii) Both the parties have decided not to file any other complaint/case against each other or against the family/extended family members of each other pertaining to their matrimonial dispute.

iv) Both the parties would be filing petition for grant of divorce by mutual consent on or before 7.3.2014. On the date of filing of divorce on mutual consent, an amount of Rs. 25,000/- (Rupees twenty five thousand only) shall be paid by husband Dharam Chand to his wife Sonia Rani.

v) Dharam Chand has agreed to pay an amount of Rs. 25,000/- (Rupees twenty five thousand only) to his wife Sonia Rani on or before 7.6.2014 and the balance amount of Rs. 50,000/- (Rupees fifty thousand only) shall be paid by the husband on the date of grant of divorce on the ground of mutual consent.

vi) Husband Dharam Chand has agreed not to seek custody of his daughter Dilpreet Kaur at any stage. Daughter Dilpreet Kaur would continue to stay with wife Sonia Rani.

vii) Both the parties have entered into this agreement without any pressure or duress and with their own free will.

viii) Both the parties have agreed to adhere to the above said terms and conditions. In the case of non adherence of the terms by any of the parties appropriate proceedings would be initiated against him/her.”

Aforesaid terms and conditions of compromise have been

signed by both the parties in presence of counsel representing them. Both the parties have complied with the terms and conditions applicable to them. Marriage has been dissolved with mutual consent and amount settled in the compromise has also been paid to respondent No.2.

Since the dispute between the parties is matrimonial in nature and the same has been settled by way of compromise; complainant has no objection in quashing of the FIR and other proceedings, no purpose would be served in case proceedings are continued in future as it would amount to wastage of precious time of the Court. Moreover, it would not be in the interest of the parties as the complainant is not going to support the case of the prosecution. The purpose of the compromise is to maintain peace and harmony in the relations.

It has also 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. 68 dated 24.3.2013 registered under Sections 406,498-A IPC at Police Station Tanda, District Hoshiarpur as well as all subsequent proceedings arising therefrom qua petitioners, namely, Dharam Chand and Sumitra Devi, are hereby quashed.

May 24, 2016
pooja

(DAYA CHAUDHARY)
JUDGE