

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

Crl. Misc. No.M-41611 of 2015

Date of Decision: 19.02.2016

Parminder Singh and others

....Petitioners

Versus

State of Punjab and another

....Respondents

BEFORE :- HON'BLE MRS. JUSTICE DAYA CHAUDHARY

- 1. Whether reporters of local newspapers may be allowed to see the 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. M.S. Saini, Advocate
for the petitioners.

Mr. Rupam Aggarwal, D.A.G., Punjab
for the respondent-State.

Mr. Harpreet S. Dadwal, Advocate
for respondent No.2.

DAYA CHAUDHARY, J.

The present petition has been filed under Section 482 Cr.P.C by the petitioners, namely, Parminder Singh, Harwinder Kaur and Sukhdev Singh for quashing of FIR No.197 dated 26.07.2014 registered under Section 498-A IPC at Police Station City Barnala, District Barnala along with all consequential proceedings arising therefrom on the basis of compromise dated 30.09.2015 arrived at between the parties.

The FIR, in question, was registered on the basis of statement made by complainant-respondent No.2. However, during pendency of the proceedings, a compromise was arrived at between the parties, due to intervention of relatives and *panchayat* and it was reduced into writing, wherein, it has been mentioned that the complainant-respondent No.2 will

make statement before the Court regarding compromise. In view of directions issued by this Court on 09.12.2015, the statements of the parties were recorded before the Judicial Magistrate Ist Class, Barnala, wherein, the factum of compromise has been affirmed. After recording the statements of the parties, a report has been sent, which is on record. The statements of the parties are genuine and the same have been recorded without any pressure from either side. Complainant-respondent No.2- Amandeep Kaur has specifically stated in her statement that she has no objection in quashing of the FIR as well as other proceedings arising therefrom. It has also been mentioned therein that she does not want to pursue the prosecution against accused.

Since the dispute between the parties has been settled by way of compromise and the complainant is satisfied with the compromise and she has no objection in quashing of the FIR; no purpose would be served, in case, the proceedings are allowed to be continued and the ultimate result would be acquittal as the complainant is not going to support the case of the prosecution. More-so, the continuation of the proceedings would be an exercise in futility and will not only be the wastage of valuable time of the Court but it would also not be in the interest of both the parties. This Court has power to quash the proceedings on the basis of compromise.

The present case is of matrimonial nature and has been compromised between the parties. Complainant has no objection in quashing of FIR and other proceedings. By exercising powers under Section 482 Cr.P.C., the quashing of FIR would not only be in the interest of parties but it will also save the valuable time of the Court.

Hon'ble the Apex Court in case ***Y. Suresh Babu vs State of***

A.P and another JT 1987(2) SC 361 has also allowed the compromise

even in case of non-compoundable offence i.e under Section 326 IPC.

A larger Bench of this Court in ***Kulwinder Singh vs State of Punjab 2007(3) RCR Criminal 1052*** has held that there is no statutory bar under the Cr.P.C which can affect the inherent power of this Court under Section 482 Cr.P.C and the same cannot be limited to matrimonial cases alone. This Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 of the Cr.P.C in order to prevent the abuse of law and to secure the ends of justice.

In various judgments of Hon'ble the Apex Court as well as of this Court, it has been held that the litigation can come to an end between the parties, in case, the object is to maintain peace and harmony in the relations.

In the present case, the compromise has been effected between the parties with their free will and without any pressure. The continuation of proceedings in future would be futile as no purpose is going to be achieved in any manner. This Court has inherent power under Section 482 Cr.P.C to quash the criminal proceedings on the basis of compromise. Certain terms and conditions were settled in the written compromise arrived at between the parties. As per terms and conditions of the compromise, the complainant will receive an amount of ₹ 3,50,000/- as compensation in *lump sum* towards maintenance and a divorce petition with mutual consent under Section 13-B of the Hindu Marriage Act will also be filed. An amount of ₹ 1,75,000/- i.e half of the total amount will be given at the time of recording the first stage statement in divorce petition and the remaining amount will be paid at the time of final statement. While appearing before the trial Court, the complainant has specifically stated that she has no objection in quashing of the FIR due to written compromise arrived at between the parties.

Accordingly, the present petition is allowed and FIR No.197 dated

26.07.2014 registered under Section 498-A IPC at Police Station Barnala, District Barnala along with all consequential proceedings arising therefrom, qua petitioners, namely, Parminder Singh, Harwinder Kaur and Sukhdev Singh are hereby quashed.

19.02.2016
gurpreet

(DAYA CHAUDHARY)
JUDGE