

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

**Criminal Misc. No. M-42417 of 2015
Date of decision: 12.02.2016**

Satyavart

..Petitioner

Versus

State of Haryana 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: Mr. Sumit Sangwan, Advocate for
Mr. S.K. Barwal, Advocate
for the petitioner.

Mr. Baljinder Singh Virk, DAG, Haryana
for respondent No.1 – State.

Mr. Sant Lal Barwala, Advocate
for respondent No.2.

Daya Chaudhary, J.

Petitioner-Satyavart is accused in FIR No.249 dated 30.03.2013 registered under Sections 498-A, 323 and 406 of Indian Penal Code (for short 'IPC') at Police Station Civil Lines, Hisar, District Hisar.

The aforesaid FIR was registered by complainant-respondent No.2-Sunaina against the petitioner levelling certain allegations of demand of dowry and harassment. During pendency of the proceedings, a compromise was arrived at between the parties, on

the basis of which, the present petition has been filed for quashing of aforesaid FIR.

While issuing notice of motion on 17.12.2015, the parties were directed to appear before the trial Court for recording of their statements with regard to compromise.

In response to the said directions issued by this Court, the parties appeared before JMJC, Hisar and their statements with regard to compromise were recorded. After recording of their statements, a report along with the statements of the parties has been sent, which is on record wherein the factum of compromise has been affirmed. Complainant-respondent No.2-Sunaina has specifically stated in her statement that she has no objection in quashing of the FIR and other proceedings. A copy of the compromise deed has also been placed on record with the report, wherein certain terms and conditions have been mentioned, which are as under: -

“XXX

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XXX

- 1. That the parties have mutually agreed to file a petition under section 13-B of Hindu Marriage Act seeking divorce by mutual consent.*
- 2. That the dispute between the parties has been settled once for all as the second party has agreed to pay a sum of Rs.12.00 Lacs to the first party in lieu of permanent alimony, out of which, a sum of Rs.6.00 Lacs have been paid by second party to the first party, while the remaining Rs.6.00 Lacs will be paid by second party to the first party on the date*

when second motion in the petition under section 13-B of the Hindu Marriage Act, shall arrive after recording the statement.

- 3. That both the parties have agreed to withdraw and take back the cases filed by them against respective parties. The Second Party shall withdraw the petition under section 13 of the Hindu Marriage Act.*
- 4. That similarly, the first party has no objection if the FIR No.249 dated 30.03.2013, under section 498-A/323/406 IPC with P.S. Civil Lines, Hisar is put to an end by way of the quashment. The first party will be under legal obligation to make statement in favour of the second party.*
- 5. That in case, the second party approaches the Hon'ble High Court of Punjab and Haryana at Chandigarh for the quashing of the above FIR and acquitting the second party in that event, the first party will co-operate with the second party in every manner at all stages for the quashment of above FIR.*
- 6. That from today onwards no party shall file any complaint, case or suit against each other in any circumstances whatsoever from today since the matter has been finally settled once for all.*
- 7. That no party at any stage shall withdraw from this compromise.*
- 8. That the contents of this compromise have been gone through and understood by the*

parties and after admitting to the correctness of the same, they have put their signatures in token of its correctness in the presence of the marginal witnesses and their relations.

Learned counsel for the petitioner submits that it has been decided to withdraw all the cases pending between the parties. Out of total settled amount of ₹12 lacs towards permanent alimony, an amount of ₹6 lacs has already paid to the complainant and the remaining amount was settled to be paid at the time of recording of second motion statement in the petition filed under Section 13-B of the Hindu Marriage Act, 1955.

Learned counsel for respondent No.2 submits that respondent No.2 has no objection in quashing of the FIR and other proceedings.

Learned counsel for the petitioner as well as learned counsel for respondent No.2 submit that both the parties have undertaken to abide by all terms and conditions of the compromise arrived at between the parties.

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.

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.249 dated 30.03.2013 registered under Sections 498-A, 323 and 406 IPC at Police Station Civil Lines, Hisar, District Hisar as well as all subsequent proceedings arising therefrom qua petitioner, namely, Satyavart, are hereby quashed.

12.02.2016
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(DAYA CHAUDHARY)
JUDGE