

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

**Criminal Misc. No. M-43693 of 2015
Date of decision: 10.03.2016**

Shudham Jain and others

..Petitioners

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. Ram Bilas Gupta, Advocate
for the petitioners.

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

Mr. S.K. Gupta, Advocate
for respondent No.2.

Daya Chaudhary, J.

Petitioners, namely, Shudham Jain, Vinod Kumar Jain and Asha Jain are accused in FIR No.291 dated 08.09.2014 registered under Sections 498-A and 406 of Indian Penal Code (for short 'IPC') at Police Station Faridabad Old, District Faridabad.

Petitioner No.1-Shudham Jain was married with respondent No.2-Shweta Jain on 16.04.2012. Some differences arose between the parties and complainant-respondent No.2 filed a complaint on the basis of which, the aforesaid FIR was registered.

During pendency of the proceedings, a compromise was arrived at

between the parties and they have decided to dissolve their marriage by way of a filing petition under Section 13-B of the Hindu Marriage Act, 1955 with mutual consent. Thereafter, a petition for dissolution of marriage with mutual consent was filed and first motion statement of the parties was recorded. Now the case is fixed for recording of second motion statement on 06.04.2016. The present petition has been filed for quashing of aforesaid FIR on the basis of the compromise arrived at between the parties. Certain terms and conditions were settled between the parties as is clear from Annexure P-2 signed by both the parties. The terms and conditions as settled between the parties are reproduced as under: -

“xxx

xxx

xxx

- 2. That the Second Party shall not proceed in any manner with the FIR No.291 dated 08.09.2014 U/s 498A, 406 IPC P.S. Old Faridabad against 1st Party and the 1st Party shall also not proceed in any litigation in any manner whatsoever.*
- 3. That both the Parties have agreed and consented that no further Complaint, Suit, Litigation or Proceeding shall be initiated or pursued by any of the party against each other or their family members.*
- 4. That the First Party had paid Rs. 6 Lakh on the 1st motion of divorce petition on 15-10-2015 by way of D.D. No.099208 dated 14-10-2015 of OBC Bank Delhi in favour of 2nd party and remaining amount of Rs. 17 Lakh as permanent alimony would be paid at the time*

of 2nd motion i.e on 16-4-2016. That no dues, charges, lien or stridhan etc. remains pending against each other and all amount, dues, transactions stands matured and settled between the parties. That after receiving the above said amount the said party will not any claim.

5. That both the parties are further bound to withdraw their above mentioned cases against each other and shall also make the statement before any authority including police and court for settlement/withdrawal of cases if so required.

6. That the Second Party has no objection if the Hon'ble Court may quash the above said FIR against the First Party.”

Learned counsel for the petitioners submits that as per directions issued by this Court on 23.12.2015, the statements of the parties were recorded wherein the factum of compromise has been affirmed. Complainant-respondent No.2 has specifically stated in her statement that she has received post dated cheque amounting to ₹17 lacs drawn on OBC Delhi from the accused persons at the time of recording of first motion statement. It has also been stated that the compromise arrived at between the parties is as per free will and without any pressure.

Learned counsel for complainant-respondent No.2 has also affirmed the factum of compromise arrived at between the parties.

Heard arguments of learned counsel for the parties and have also perused the compromise (Anneuxre P-2) and the statements of the parties as well as the report sent by the Judicial Magistrate Ist Class, Faridabad.

As per the report sent by the Judicial Magistrate Ist Class, Faridabad, the compromise arrived at between the parties is genuine and the same is without any pressure from either side. Complainant-respondent No.2 has received the post dated cheque amounting to ₹17 lacs and has no objection in quashing of the FIR and other proceedings.

The dispute between the parties 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 result into 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.

Accordingly, by considering the submissions made by learned counsel for the parties as well as the terms and conditions of the compromise and also the statements of the parties recorded before the Judicial Magistrate Ist Class, Faridabad, the present petition is allowed and the impugned criminal proceedings arising out of FIR No. 291 dated 08.09.2014 registered under Sections 498-A and 406 of Indian Penal Code (for short 'IPC') at Police Station Faridabad

Old, District Faridabad as well as all subsequent proceedings arising therefrom qua petitioners, namely, Shudham Jain, Vinod Kumar Jain and Asha Jain, are hereby quashed.

10.03.2016
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(DAYA CHAUDHARY)
JUDGE