

dated 12.12.2016 has been placed on record. It is further submitted that divorce between petitioner No. 1 and respondent No. 2 has been granted on 06.03.2012. Custody of their minor child also stands settled as per Canadian Law and is duly accepted by the said parties. The terms and conditions as mentioned in the settlement/agreement dated 12.12.2016 are as follows:

(i) That Sukhnandan Singh-husband and Harpreet Kaur-wife had already obtained divorce as per Canadian Law vide Certificate of Divorce dated 10.05.2012 and the custody matter of the only minor son also stands settled as per Canadian Law. Sukhnandan-husband shall pay a total sum of Rs.14,00,000/- (Rupees Fourteen Lacs only) to the second party wife Harpreet Kaur as full and final settlement of the pending dispute between both the parties. This amount shall be towards permanent settlement of all disputes between the parties i.e. in lieu of final settlement of past, present and future maintenance and claim. The wife agrees that this amount is towards full and final settlement and she will not claim anything else ever in future from the first party-Sukhnandan Singh.

(ii) The settled amount of Rs.14,00,000/- will be paid by way of demand draft in favour of Amrik Singh (on behalf of Harpreet Kaur Kang) by the first party represented by Avtar Singh to the second party represented by Amrik Singh Sindhu on 09.01.2017 in the Hon'ble High Court, when the

present case will be listed after the settlement.

(iii) That the second party says that they have no objection on quashing of the present FIR and order dated 02.08.2014 and if required they will give the statement in the Hon'ble High Court that they have no objection to the quashing of an FIR No.119 dated 17.12.2012, P.S.Lambra, District Jalandhar City, under Section 406,498-A,420,120-B IPC and quashing of the order dated 02.08.2014 of Judicial Magistrate 1st Class, Jalandhar vide which the first party petitioners were declared proclaimed offenders as the dispute stands settled between the parties.

(iv) Both the parties will give a statement or file an affidavit, as and when required by any Court of Law for withdrawal, disposal of the pending cases in favour of each other.

In terms of the abovesaid settlement, a demand draft dated 29.12.2006 drawn on the Bank of Montreal for a sum of ₹14 lakhs has been handed over by Sh. Avtar Singh (Power of attorney holder of all the petitioners) to Sh. Amrik Singh, father and Power of Attorney holder of respondent No. 2. Sh. Amrik Singh present in Court and duly identified by his counsel has stated that he has no objection to the quashing of FIR No. 119 dated 17.12.2012 registered under Sections 406, 498-A, 420, 120-B IPC at Police Station Lambra, District Jalandhar City. He has affirmed and verified the agreement/settlement dated 12.12.2016 between the parties. He states that this agreement has been arrived at between the parties out of their own free will and volition without any threat, coercion or undue pressure.

Sh. Amrik Singh affirms that he is duly authorised to act on behalf of his daughter Smt. Harpreet Kaur Kang, who endorses this agreement in toto. Demand draft dated 29.12.2016 has been duly received by him. A photocopy of this demand draft is taken on record. Sh. Amrik Singh further submits that he also has no objection to setting aside of order dated 02.08.2014 passed by the Judicial Magistrate, Jalandhar, which is the subject matter of CRM-M No. 39958 of 2014.

Sh. Avtar Singh, Power of Attorney holder of all the petitioners is also present in Court. He has affirmed and verified agreement/settlement dated 12.12.2016.

I have heard learned counsel for the parties.

It is not in dispute that the matter between the parties has been settled amicably. The terms and conditions have been reduced into writing as is reflected in the agreement dated 12.12.2016. This agreement was arrived at between the parties through their power of attorney holders before the Mediation and Conciliation Centre of this Court. The dispute arises from matrimonial discord between petitioner No. 1 and respondent No. 2. FIR No. 119 dated 17.12.2012 was registered on the basis of a written complaint submitted by respondent No. 2. It is not in dispute that a decree of divorce has been granted on 06.03.2012. All the petitioners as well as respondent No. 2 are presently residing in Canada. The matter has been resolved amicably between the parties and respondent No. 2 does not wish to pursue the matter. The concerned parties wish for a quietus to the issue and carry on with their lives.

In **Kulwinder Singh and others versus State of Punjab and**

another 2007 (3) R.C.R. (Criminal) 1052, a five member Bench of this Court has observed as under:-

“The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 of the Criminal Procedure Code is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is “finest hour of justice”.

In view of the facts and circumstances of this case, it would be in the interest of justice to quash the abovesaid FIR as no useful purpose would be served by continuing the present proceedings, which would clearly be an exercise in futility.

This petition is, thus, allowed and FIR No. 119 dated 17.12.2012 registered under Sections 406, 498-A, 420, 120-B IPC at Police Station Lambra, District Jalandhar City. alongwith all consequential proceedings are, hereby, quashed.

January 09, 2017
rts

(Lisa Gill)
Judge