

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

CRM-M No. 44922 of 2016

Date of Decision: 06.10.2017

JATINDER SINGH AND ORS

..... Petitioner(s)

Vs.

STATE OF HARYANA AND ANR.

..... Respondent(s)

CORAM: HON'BLE MRS. JUSTICE JAISHREE THAKUR

Present: Mr.Vinod K. Kanwal, Advocate
for respondent No.2.

JAISHREE THAKUR J. (ORAL)

The instant petition filed for quashing of FIR No.11 dated 07.01.2016, under Sections 323, 406, 498A, 506 IPC, Police Station Shahabad, Distt. Kurukshetra (Annexure P-1) on the basis of compromise. (Annexure P-2).

In brief, a marriage was solemnized between the petitioner No.1- Jatinder Singh with respondent No.2- Amandeep Kaur on 06.01.2013 at village Nalvi, Tehsil Shahbad, Distt. Kurukshetra and out of this wedlock a son named Bhav Neer Singh was born out on 07.10.2013. On account of differences that arose between the parties, they started residing separately and eventually, respondent No.2 got an FIR No. 11 dated 07.01.2016, registered under the aforesaid sections. Pursuant to the registration of the FIR, the matters were resolved between the parties on the intervention of family members, friends and relatives.

A compromise had arrived at between the parties, which decided that a divorce would be obtained between the parties by way of mutual consent under Section 13-B of the Hindu Marriage Act and as per settlement a sum of Rs.4 lacs would be paid to respondent No.2 at the time of first motion and balance amount of Rs. 2 lacs would be paid at the time of second motion. It was further agreed that the custody of the minor child would remain with the mother. In the compromise, it was also agreed that the respondent-complainant would have no objection in case proceedings in FIR No. 11 dated 07.01.2016 registered at Police Station Shahbad, would be quashed as she would be ready to appear before the trial Court to make statement with regards to compromise entered into between the parties.

Pursuant to the said agreement a decree of divorce has been obtained under Section 13-B of the Hindu Marriage Act and the entire sum of Rs.6 lacs settled as maintenance of permanent alimony has also been handed over to the respondent-complainant. The instant petition had been filed for quashing of the FIR in question on the basis of compromise.

The parties were directed to appear before the learned trial Court/ Illaqa Magistrate for recording of the statement with regard to genuineness of the compromise. However, the respondent-complainant did not get her statement recorded. Learned counsel appearing for the respondent-complainant prayed for another opportunity to enable the parties to get their statement recorded. Consequently, this Court directed the parties to appear before the trial Court below on 09.05.2017 for that purpose. The matter has been taken up today and this Court is informed by Sub Divisional Judicial Magistrate, Jalandhar that the complainant had not put appearance before the Court to record her statement regarding compromise.

Counsel for the petitioner submits that the respondent is harassing the petitioner as she has obtained a decree of divorce along with a sum of Rs.6 lacs as permanent alimony and therefore, prays for quashing of the FIR in terms of the compromise that was entered into between the parties.

Learned Counsel for respondent No.2 pleads no instructions.

I have heard both the counsel for the parties and I am of the view that compromise has been entered into between the parties, and the divorce that was granted under Section 13-B of the Hindu Marriage Act was voluntary and without any coercion.

After having received a total amount of Rs.6 lacs as permanent alimony and having recorded statements before the matrimonial Court for grant of decree of divorce by mutual consent, it is apparently clear that respondent No. 2 is not interested in pursuing the matter any more. As per the terms and conditions of the compromise arrived at between the parties , a total amount of Rs.6 lacs has been paid by the petitioner hereby to respondent No.2. In the compromise, respondent No.2 had also agreed to make a statement that she would have no objection in case the FIR stood quashed. However, despite the agreement, she failed to appear in the Court for making such statement. In a similar matter reported as, **Shlok Bhardwaj Vs. Renuka, 2015(1) RCR (CrI.) 249**, the Supreme Court held that once a matter was settled and the terms of the agreement had been given effect to the compromise for granting a divorce and permanent alimony, no further dispute survives, and the complainant cannot be allowed to **resile** from the same. This Court after taking note of the fact that the complainant-

respondent is backing out of making a statement for quashing of the FIR cannot permit her to take benefit.

Therefore, I am of the considered view that inherent powers of this Court can be invoked in quashing the FIR along with subsequent proceedings, in order to prevent abuse of the process of Court and to achieve the ends of justice. Hence, this petition is allowed and FIR No.11 dated 07.01.2016, and all subsequent proceedings thereunder, are quashed.

October 06, 2017
jyoti-IV

(JAISHREE THAKUR)
JUDGE