

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

CRM-M No. 5865 of 2016(O&M)

Date of decision: 27.02.2017

Ajmer Singh

....Petitioner

VERSUS

State of Punjab and another

.....Respondents

CORAM: HON'BLE MRS. JUSTICE REKHA MITTAL

Present: Mr. Sanjay Gupta, Advocate for the petitioner.

Mr. Mikhail Kad, AAG, Punjab.

Mr. Arun Takhi, Advocate for respondent No.2.

REKHA MITTAL, J.

By invoking Section 482 Cr.P.C., the petitioner has prayed for quashing of FIR No. 23 dated 07.03.2013 for offence punishable under Section 498-A of the Indian Penal Code, 1860 registered at Police Station Garhshankar, District Hoshiarpur and proceedings emanating therefrom on the basis of compromise (Annexure P-2), statement of the complainant (Annexure P-4) and judgment of divorce dated 25.03.2015 (Annexure P-5).

The parties were directed to record their statements before the trial Court/Illaq Magistrate with regard to genuineness of compromise and the Court was directed to submit a report in regard to the facts incorporated in order dated 05.09.2016. In pursuance thereof, the petitioner appeared before the Sub Divisonal Judicial Magistrate, Garhshankar and recorded his statement dated 06.10.2016. However, the complainant/respondent

No.2 did not appear before the Court to record her statement and a report in this regard was received from the Court concerned.

Counsel for the petitioner has submitted that in pursuance of the compromise effected between the parties, the petitioner has already paid an amount of Rs.5,25,000/- to the complainant. The complainant filed a petition under Section 13 of the Hindu Marriage Act, 1955 for a decree of divorce and the petitioner did not contest the proceedings and eventually an ex parte decree of divorce dated 25.03.2015 (Annexure P-5) was passed by the Additional District Judge, (Adhoc), Fast Track Court, Hoshiarpur. It is vehemently argued that as the parties have entered into a compromise and the petitioner has complied with terms and conditions of the compromise, continuation of the criminal proceedings initiated at the behest of respondent No.2 would be nothing short of abuse and misuse of process of law, therefore, the same are liable to be quashed to secure the ends of justice.

Counsel for respondent No.2 has not disputed that the parties had arrived at a settlement vide compromise dated 04.11.2014 whereby the petitioner- husband had agreed to pay an amount of Rs.5,25,000/- to the respondent-wife. It has also been conceded that in pursuance of the compromise the petitioner has already paid an amount of Rs.5,25,000/- to the complainant and he also did not contest the proceedings for divorce which culminated in an ex parte decree of divorce dated 25.03.2015. The only submission made by counsel for the complainant is that as the petitioner has not paid the expenses of the proceedings for quashing of P.O. order in compliance with terms and conditions of the compromise, she did not come forward to record her statement before the Court below in

respect of the compromise. It is further submitted that respondent No.2 has got no objection in case the petition is allowed but subject to payment of Rs.35,000/- towards expenses of the proceedings for quashing of P.O. order.

I have heard counsel for the parties and perused the paper-book.

Be that as it may, it is undisputed position of the case that marital discord between the petitioner and complainant was settled by way of agreement/compromise in Khangi Panchayat dated 04.11.2014 (Annexure P-2). There is no denial that in pursuance of the compromise, the petitioner has already paid an amount of Rs.5,25,000/- to the complainant and did not contest the proceedings for grant of a decree of divorce initiated at the instance of respondent-wife. In the compromise (Annexure P-2), there is reference to P.O. order against Ajmer Singh. A relevant extract from the compromise in vernacular (Punjabi) translated in English, reads as follows:-

"The criminal case State Vs. Gurbaksh Kaur etc. pending in the Court of Hon'ble Ajit Singh, Judicial Magistrate Ist Class, Garhshankar in which 20th November, 2014 is the date fixed shall be withdrawn by Balwinder Kaur - Ist party in which Ajmer Singh husband of Balwinder Kaur has been P.O. and in this regard Balwinder Kaur shall go for recording her statement in the High Court and the expenses will be borne by Amrik Singh – IInd party".

In the compromise, there is no reference that the petitioner shall be liable to pay an amount of Rs.35,000/- or any amount for recording statement by Balwinder Kaur in the proceedings to be filed before the High Court. In this view of the matter, I do not find any merit in the contention of respondent No.2 that the petitioner has failed to comply

with terms and conditions of compromise, therefore, is guilty of breach of agreed terms.

Taking into consideration the facts and circumstances discussed hereinbefore, as dispute between the parties has been settled by way of compromise and the petitioner has already complied with the terms and conditions settled between the parties, allowing the respondent to continue with the criminal proceedings lodged vide FIR No.23 dated 07.03.2013 registered at Police Station Garhshankar, District Hoshiarpur would be nothing short of abuse of process of law and putting a premium over the advantages already drawn by the complainant under the agreement.

For the foregoing reasons, the petition is allowed, FIR No. 23 dated 07.03.2013 under Section 498-A IPC registered at Police Station Garhshankar, District Hoshiarpur and proceedings emanating therefrom stand quashed qua the petitioner.

FEBRUARY 27, 2017

‘D. Gulati’

(REKHA MITTAL)
JUDGE

Whether speaking/reasoned	:	yes/no
Whether reportable	:	yes/no