

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

CRM-M-49795 of 2017 (O&M)

Date of Decision: 12.02.2018

Udit Aggarwal and others

..... Petitioners

Versus

U.T. Chandigarh and another

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Viren Jain, Advocate
for the petitioner.

Mr. Sukant Gupta, Addl.PP., U.T. Chandigarh.

Mr. Amit Dhawan, Advocate
for respondent no.2.

LISA GILL, J(Oral).

Prayer in this petition is for quashing of FIR No.280 dated 19.10.2011, under Sections 406, 498-A IPC and Sections 3 & 4 of the Dowry Prohibition Act, 1961, registered at Police Station Sector-36, Chandigarh, along with all other consequential proceedings arising therefrom on the basis of compromise dated 18.04.2017 dated (Annexure P-2) arrived at between the parties before the Mediation and Conciliation Centre of this Court.

It is submitted that the above-said FIR was registered at the instance of respondent No.2 due to matrimonial discord with her husband-petitioner no.1. It is informed that petition under Section 13-B of the Hindu Marriage Act, 1955, has been allowed on 13.11.2017.

The entire settled amount has been handed over to respondent no.2.

No other proceedings are pending between the parties. Therefore, it is prayed that this petition be allowed.

This Court on 10.01.2018 directed the parties to appear before the learned trial court for recording of their statements in respect to the above-mentioned compromise. Learned trial court was directed to submit a report regarding the genuineness of the compromise, as to whether it has been arrived at out of the free will and volition of the parties without any coercion, fear or undue influence. Learned trial court was also directed to intimate whether the petitioners are absconding/proclaimed offender and whether any other case is pending against them. Information was sought as to whether all affected persons are a party to the settlement.

Liberty was afforded to petitioner no.2 to have his statement in respect to the settlement recorded through his power of attorney holder. The learned trial Court was directed to verify the authenticity of the original power of attorney to be furnished before it.

Pursuant to order dated 10.01.2018, the parties appeared before the learned Judicial Magistrate Ist Class, Chandigarh, and their statements were recorded on 25.01.2018. Respondent No.2 in her statement recorded before the learned Judicial Magistrate Ist Class, Chandigarh, stated that the matter has been amicably resolved by her with all the accused-petitioners on 18.04.2017 before the Mediation and Conciliation Centre of this Court. Copy of the settlement/agreement was tendered as Ex.C-1. It is further stated that the compromise is genuine, arrived at out of the free will of

respondent no.2. It is further stated that respondent no.2 has no objection in case the above mentioned FIR against all the accused-petitioners is quashed. Statements of petitioners no.1 and 2 and of petitioner no.3 through his power of attorney holder, his brother Udit Aggarwal, were recorded in respect to the settlement. It is specifically stated that petitioner no.3 undertakes to abide by the terms and conditions of the settlement (Ex.C-1) arrived at between the parties. Original power of attorney executed by petitioner no.3 was tendered as Ex.C-2. Learned counsel for the petitioners has reiterated that all the petitioners including petitioner no.3 shall abide by the terms and conditions of the settlement and shall remain bound by them.

As per report dated 01.02.2018, received from the learned Judicial Magistrate Ist Class, Chandigarh, satisfaction is expressed that the compromise between the parties is genuine, arrived at out of the free will of the parties, without any pressure or coercion. Petitioners are not reported to be a proclaimed offender.

Learned counsel for respondent No.2 affirms and verifies the factum of settlement between the parties as well as the grant of decree of divorce under Section 13-B of the Hindu Marriage Act, 1955. It is affirmed that the settled amount has been received by respondent no.2, who has no objection to the quashing of the above-mentioned FIR against all the petitioners in view of the settlement between the parties.

Learned counsel for the State has not raised any serious objection to the quashing of this FIR on the basis of a settlement arrived at between the parties.

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”.

The Hon'ble Supreme Court in ***B.S.Joshi and others v. State of Haryana, 2003(4) SCC 675*** has observed that it becomes the duty of the Court to encourage genuine settlements of matrimonial disputes.

Keeping in view the facts and circumstances of this case, it would be in the interest of justice to quash the above-said FIR as no useful purpose would be served by continuance of the present proceedings. It will merely lead to wastage of precious time of the court and would be an exercise in futility.

This petition is, thus, allowed and FIR No.280 dated 19.10.2011, under Sections 406, 498-A IPC and Sections 3 & 4 of the Dowry Prohibition Act, 1961, registered at Police Station Sector-36, Chandigarh, along with all consequential proceedings are, hereby, quashed.

12.02.2018

s.khan

**[LISA GILL]
Judge**

Whether speaking/reasoned : Yes/No.

Whether reportable : Yes/No.

