

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

CRM-M-5087-2017

Date of Decision: 08.03.2018

Amit

...Petitioner

Versus

State of Haryana & Another

...Respondents

CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. Ranjeet Jaswal, Advocate
for Mr. J.P. Jangu, Advocate
for the petitioner.

Mr. P.P. Chahar, DAG Haryana.

Mr. Rahul Sharma, Advocate,
for Ms. Reeta Kohli, Sr. Advocate
for respondent No.2.

JAISHREE THAKUR, J. (Oral)

This is a petition that has been filed by the husband under Section 438 of Cr.P.C seeking directions to the Investigating/arresting Officer to release the petitioner on bail forthwith in the event of his arrest in case FIR No. 12 dated 12.01.2017 under Sections 409, 494 & 498A IPC with additions of Section 376 IPC.

Learned counsel appearing on behalf of the petitioner further contends that in FIR No. 12 dated 12.01.2017 under Sections 406, 494 & 498A IPC registered at Police Station Civil Line Kaithal, the allegations made therein could not be borne out.

In brief the facts alleged in the FIR are that the complainant and the petitioner met in the year 2011 and started living together as husband

and wife out of which relationship a daughter was born on 04.02.2014. Complainant further alleged that a marriage took place between them under Nirankari rituals and it is subsequent thereto that the complainant-respondent No.2 came to know that the petitioner was already married. It was in that background that the instant FIR came to be registered under Sections 406, 494 and 498A IPC with additions of Section 376 IPC.

The petitioner herein contends that it was in fact a live-in-relationship and that there was no valid marriage that was performed.

On the registration of the FIR, petitioner has approached this Court for grant of anticipatory bail which was, during the pendency of the instant petition, was referred to the Mediation & Conciliation Centre of this Court and the dispute between the parties has been settled amicably.

As per settlement agreement dated 04.12.2017, it has been decided by the parties that a sum of Rs. 8 lakh would be paid as full and final settlement of all disputes inter-se by the petitioner to the complainant and thereafter the complainant would not claim any other amount from the first party i.e., petitioner. It was further agreed that the complainant-respondent No.2 would have no objection whatsoever if FIR No. 12 dated 12.01.2017 under Sections 406, 494 and 498A IPC with additions of Section 376 IPC is quashed with a further agreement that the parties would withdraw all complainants whatsoever filed against each other/would not file any other claim cases against each other/that Rs. 8 lakh in terms of the said agreement would be over and above the amount paid to her from the Airforce Authorities till the execution of the compromise.

After the settlement agreement was executed between the parties before the Mediation and Conciliation Centre of this Court, a

Criminal Misc. No. 5731 of 2018 has been filed seeking quashing of the said FIR on the basis of the said settlement. The parties are present in Court today along with their respective counsels and an affidavit of the petitioner-Amit in the aforesaid Criminal Misc. NO. 5731 of 2018 has been filed in Court today which is taken on record as Mark-A. The contents of the said affidavit are reproduced herein;

“1. That the petitioner filed the above titled petition before this Hon'ble Court for quashing of FIR No. 12 dated 12.01.2017 under Sections 494, 498A of IPC on the basis of settlement agreement/compromise dated 04.01.2018 (Annexure P-2).

2. That the above said petition was listed before this Hon'ble Court on 21.02.2018 and this Hon'ble Court has directed the petitioner to file an specific affidavit to the effect that the petitioner shall not claim the custody of the minor girl born out of the relationship of the parties.

3. That the petitioner submits that he will never claim the custody of the minor girl in any manner, from the respondent no.2/complainant in future.

4. That the petitioner has also paid the entire amount of settlement arrived at between the parties, before the Mediation and Conciliation Centre of this Hon'ble Court. The receipt of the said settlement amount has also been admitted by the respondent No.2/complainant before this Hon'ble Court on the last date hearing i.e. On 21.02.2018.

5. That the petitioner undertakes that he will never

interfere into the life of the respondent no.2/complainant or the minor daughter in any manner and the petitioner also prays for the kind indulgence of this Hon'ble Court to direct the respondent no.2/complainant not to interfere into the life of the petitioner any more in future in any manner after the disposal of the present case and all other cases whichever is pending between the parties.”

I have heard the learned counsel for the parties as well as perused the settlement agreement arrived at as well as the affidavit. Since the matter stands settled between the parties as well as a sum of Rs. 8 lakh has been remitted and received by the complainant-respondent No.2, this Court deems it appropriate to quash the said FIR, as the compromise recognizes the fact that all disputes are settled on receipt of that said amount of Rs. 8 lakh.

However while disposing of the said petition and allowing the petition for quashing of the FIR it is hereby directed that the petitioner herein would be bound by the undertaking given in the affidavit that he would not contact the complainant or the minor daughter; he would have no access to the minor daughter nor would he claim custody.

Further more since the petitioner himself is denying a valid marriage between the parties, the complainant is at liberty to remove his name as father of the minor girl who is going to remain in the sole custody of the complainant.

Without commenting upon the validity of the marriage the complainant, she is at liberty to re-marry if she so desires. Needless to say that the maintenance that had been ordered in Criminal Misc. No. 5087 of

2017 by this Court would come to end as on date and the arrears of maintenance as awarded by this Court are stated to be clear as on date and are henceforth stopped.

In the circumstances, the present petition is allowed. FIR No. 12 dated 12.01.2017 under Sections 406, 494, 498A, 376 IPC registered at Police Station Civil Line Kaithal, (Annexure P-1), and all consequential proceedings arising therefrom are hereby quashed on the basis of compromise qua the present petitioner.

08.03.2018

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(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No