

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

CRM-M-14213-2018
Date of Decision:07.12.2019

Bawanip Kaur

...Petitioner

Versus

State of Punjab and another

...Respondent(s)

CORAM:- HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr.G.S.Nahel, Advocate for the petitioner in
CRM-M-14213-2018..
Mr.Hittan Nehra, Addl. A.G., Punjab.
Mr.S.S.Momi, Advocate for respondent No.2 in
CRM-M-14213-2018.

ANIL KSHETARPAL, J.

This order shall stand disposed of five petitions bearing
CRM-M-14213-2018, CRM-M-28048-2018, CRM-M-16245-2019,
CRM-M-44435-2017 and CRM-M-17585-2018.

The parties have entered into a settlement and have jointly
prayed that hearing of these petitions bearing CRM-M-16245-2019, CRM-
M-44435-2017, CRM-M-25534-2017 and CRM-M-17585-2018 be
preponed. Hence, hearing of all the petitions is preponed for today. Taken
up for final disposal.

With the sincere efforts of learned counsel for the parties,
parties have decided to resolve their dispute through settlement which was
taken on record as Mark `A' on 06.12.2019.

The dispute between the parties is arising out of a matrimonial
discord between Harleen Gill @ Honey and Navpreet Singh Sandhu. The

list of the pending criminal cases and civil suit has been given in para 7 of the deed of settlement/compromise. The compromise is signed by Harleen Gill @ Honey through her mother Smt.Bawandip Kaur @ Bawandeep Kaur, attorney holder. Smt.Bawandeep Kaur has also signed herself, Balbinder Singh and Pal Singh have signed on behalf of party No.1. Whereas on behalf of party no.2, it is signed by Navpreet Singh Sandhu, Narender Kaur Sandhu, Balkar Singh Sandhu and Kawalpreet Singh @ Kanwarpreet Singh. The signatories are present in the Court duly identified by their counsels. They admit the settlement Mark 'A'. They have filed their respective affidavits, admitting settlement.

All the parties jointly pray that the entire litigation pending either before this Court or before the courts below be disposed of, in terms of the compromise/settlement. A copy of the settlement shall form part of this order.

After hearing the learned counsel for the parties and going through record of the case, this Court is of the considered opinion that these are fit cases for exercising the inherent jurisdiction of this Court under Section 482 Cr.P.C. and Section 151 C.P.C., so as to secure the ends of justice because the parties have arrived at an out of the Court settlement by way of compromise. The compromise is without pressure and genuine. In such a situation, continuation of the prosecution/proceedings would result in sheer abuse of process of law.

It has further been informed to the court that two accused namely Harpreet Singh and Jagmail Singh in FIR No.14 of 2019 are not present. However, first informant has no objection if the aforesaid FIR is also quashed on the basis of settlement qua them also.

Considering the peculiar facts and circumstances of the case noted above, coupled with the reasons aforementioned and to secure the ends of justice, all five petitions pending before this Court shall stand disposed of, in terms of settlement. Consequently, FIR No.21 dated 14.11.2015 registered at Police Station, NRI Amritsar, FIR No.54 dated 12.03.2018 registered at Police Station Sadar, District Tarn Taran and FIR No.106 dated 11.07.2017 registered at Police Station Jhabal, District Tarn Taran shall stand quashed. FIR No.14 of 2019 registered at Police Station Phase-I, Mohali shall also stand quashed. The concerned trial court consequently consign these files to the record.

Accordingly, the present petition i.e. CRM-M-14213 of 2018, arising out of Complaint No.72/2017 dated 05.05.2017, shall stand disposed of. Criminal Appeal No.28/2019 arising out of a case under the Protection of Women from Domestic Violence Act, 2005 pending before the learned Additional Sessions Judge, Mohali shall stand withdrawn as the learned Judicial Magistrate had dismissed the complaint. Civil Suit No.283 of 2018 pending before the Civil Court of Mohali and Civil Suit No.299 of 2017 filed by Balkar Singh for recovery of Rs.80,000/- against Smt.Bawandeep Kaur would also stand withdrawn. The respective court would pass appropriate orders, in terms of settlement arrived at and consign these files to the record.

As per the settlement, party No.1-Navpreet Singh Sandhu is required to pay an amount of Rs.15,00,000/- to the first party in two equal installment of Rs.7,50,000/- through demand draft. First installment is payable on 23.01.2020 at the time when the petition under Section 13 B of the Hindu Marriage Act, 1955 is listed for first motion, whereas remaining

amount shall be payable at the time of second motion when mutual divorce proceedings to be filed culminates.

Learned counsel for the parties have also prayed that keeping in view the long standing litigation, the concerned District Family Court be directed to sympathetically consider the application for waiving/reducing the statutory period of six months. It is ordered as and when such application is moved, the competent court would consider the same, in accordance with law.

If Navpreet Singh Sandhu fails to comply with the terms of settlement as contained in para 4 of the settlement/compromise, any of the party would be entitled to move an application for revival of these cases/petitions.

All five petitions shall stand disposed of, in terms as indicated above. Pending application(s), if any, shall also stand disposed of, in terms thereof.

07.12.2019
mks

(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No