

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

275

CRM-M-9048-2019

Date of Decision:15.05.2019

Subhash Chander Verma and others

.....Petitioners

Versus

State of Union Territory, Chandigarh
and another

.....Respondents

CORAM: HON'BLE MR.JUSTICE HARI PAL VERMA.

Present: Mr. Pankaj Kundra, Advocate for
Mr. Deepak Sabherwal, Advocate,
for the petitioners.

Mr. Rajiv Vij, Addl. P.P.,
for U.T., Chandigarh.

Mr. Narinder Singh Pawar, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

Petitioners who are parents-in-law and husband of respondent No.2 have filed the present petition under Section 482 Cr.P.C. for quashing the FIR No.0037 dated 28.04.2018 under Sections 406, 498-A IPC, registered at Women Police Station, Chandigarh (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of settlement/agreement dated 20.02.2019 (Annexure P-9) entered between the parties before the Mediation and Conciliation Centre.

Vide order dated 06.03.2019, this Court had directed the parties to appear before the Illaqa Magistrate/trial Court to get the statements recorded, in support of the compromise/settlement dated 20.02.2019 and the

learned Magistrate was directed to forward copies of statements of the parties regarding genuineness of the compromise.

Learned counsel for the petitioners has argued that pursuant to the order dated 06.03.2019, parties have appeared before the Illaqa Magistrate/trial Court and their statements in support of compromise have been recorded before learned JMIC, Chandigarh on 10.04.2019. He has further argued that as against the agreed amount of Rs.24 lakhs, a sum of Rs.14 lakhs had already been paid to respondent No.2 and the remaining amount of Rs.10 lakhs will be paid at 2nd motion, which is fixed for 15.10.2019. Learned counsel for the petitioners submits that the remaining amount of Rs.10 lakhs has already been deposited with the matrimonial Court, where the divorce proceedings under Section 13-B of the Hindu Marriage Act are pending and the said amount would be paid at the time of recording of statements in 2nd motion.

Learned counsel for the complainant-respondent No.2 does not dispute the receipt of Rs.14 lakhs and on instructions from his client, respondent No.2-Cheenu Verma who is present in the Court, states that she has no objection in case the FIR in question is quashed as the matter has been compromised between the parties.

Learned APP appearing on behalf of U.T., Chandigarh, on instructions from SI Sarwan Ram, submits that though PO proceedings have been initiated against petitioner No.3, but he has not been declared PO as yet.

Heard learned counsel for the parties.

In view of the above, no useful purpose would be served to continue with the proceedings before the trial Court in the instant F.I.R.

Hon'ble Supreme Court in *Gold Quest International Private Limited Versus State of Tamil Nadu and others-2014 (4) RCR (Criminal) 206* has held that when the disputes are substantially matrimonial in nature, or are civil property disputes with criminal facets, if the parties enter into a settlement, and it becomes clear that there are no chances of conviction, there is no illegality in quashing the proceedings under Section 482 Cr.P.C. read with Article 226 of the Constitution of India.

Thus, following the principles laid down by the Full Bench judgment of this Court in *Kulwinder Singh and others Versus State of Punjab and another 2007 (3) RCR (Criminal) 1052*, as approved by the Hon'ble Supreme Court in *Gian Singh Versus State of Punjab and others (2012) 10 SCC 303* also, in the light of *Gold Quest International Private Limited's case (supra)*, this petition is allowed and FIR No.0037 dated 28.04.2018 under Sections 406, 498-A IPC, registered at Women Police Station, Chandigarh (Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioners on the basis of settlement/agreement dated 20.02.2019 (Annexure P-9).

The parties shall adhere to the terms & conditions of the settlement/agreement dated 20.02.2019 in letter and spirit.

The parties who violate the terms & conditions of the settlement/agreement, shall be amenable to the contempt proceedings.

May 15, 2019
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No