

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

CRM-M-12666 of 2019.

Decided on:- May 14, 2019.

Tejveer Singh Dhadli.

.....Petitioner.

Versus

State of Punjab and another

.....Respondents.

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

Present:- Mr. Ramandeep Singh, Advocate for
Ms. Aarzoo B. Garewal, Advocate
for the petitioner.

Mr. Rana Harjasdeep Singh, D.A.G., Punjab.

Mr. P.B.S. Goraya, Advocate
for respondent No.2-complainant.

HARI PAL VERMA, J. (Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.18 dated 22.11.2016 under Sections 406, 420 and 498-A IPC registered at Police Station NRI District Amritsar City (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise effected between the parties by way of settlement/compromise dated 25.02.2019 (Annexure P-3) before the Mediation and Conciliation Centre of this Court.

This Court vide order dated 18.03.2019 had directed the parties to appear before the Illaqa Magistrate/trial Court to get their respective

statements recorded with regard to compromise and the Court was directed to send its report qua genuineness of the compromise.

Pursuant to the aforesaid order, the petitioner as well as respondent No.2-complainant have appeared before learned Judicial Magistrate 1st Class, Amritsar and got their statements recorded on 11.04.2019. On the basis of the statements so recorded by the parties, learned Magistrate has submitted the report dated 18.04.2019 to the effect that the compromise is genuine, voluntary and without any coercion and undue influence.

The FIR in question has been recorded on the basis of statement of respondent No.2-complainant Manpreet Kaur. She has made a statement before learned Magistrate in support of the compromise. Her statement so recorded by learned Magistrate on 11.04.2019 reads as under:

“Stated that FIR No.18/22.11.2016 under section 498-A, 406, 420 IPC P.S. NRI, Amritsar was registered on my statement against Tejveer Singh Dhadli. I am complainant of the above said FIR. Now due to the intervention of Hon’ble High Court the matter between me and accused has been settled by mediation center Hon’ble High Court and as per the settlement both the parties have decided to take divorce and petition under section 13-B has been already filed. Now in view of the compromise, I do not want to proceed with the present FIR and I have no objection if the present FIR is quashed on the basis of compromise. The present statement is genuine, voluntarily and without any coercion or undue influence.”

Learned counsel for the petitioner, on instructions from his client, who is present in Court, states that the parties have compromised the

matter. In terms of paragraph No.5 of the settlement/compromise dated 25.02.2019, the petitioner has handed over a bank draft of Rs.7 lakh to respondent No.2, who is present in Court. Photocopy of the bank draft is taken on record.

He further states that the petitioner is required to pay a total sum of Rs.27 lakh to respondent No.2. An amount of Rs.10 lakh has already been paid to respondent No.2 on two different dates i.e. on 08.03.2019 and at the stage of first motion statements recorded in the proceedings under Section 13-B of the Hindu Marriage Act, 1955. The remaining amount of Rs.10 lakh would be paid at the time of second motion statements or any other date when the decree of divorce by way of mutual consent is to be granted.

Respondent No.2-complainant, who is present in Court, has been identified by Mr. P.B.S. Goraya, Advocate. She states that the matter has been compromised between the parties in terms of the settlement/compromise dated 25.02.2019 recorded before the Mediation and Conciliation Centre of this Court.

Learned State counsel does not have any serious objection in case the FIR in question is quashed on the basis of compromise.

In view of the above, continuation of the proceedings before the trial Court in the instant FIR qua the petitioner shall be an abuse of the process of law.

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 the disputes which are substantially matrimonial in nature, or the civil property disputes with criminal facets, if the parties have entered

into settlement, and it has become 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.

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* and approved by the Hon'ble Supreme Court in *Gian Singh Versus State of Punjab and others (2012) 10 SCC 303* as well as the law laid down in *Gold Quest International Private Limited's case (supra)*, the present petition is allowed and the FIR No.18 dated 22.11.2016 under Sections 406, 420 and 498-A IPC registered at Police Station NRI District Amritsar City (Annexure P-1) and all consequential proceedings arising therefrom are quashed qua the petitioner on the basis of compromise effected between the parties by way of settlement/compromise dated 25.02.2019 (Annexure P-3) before the Mediation and Conciliation Centre of this Court, however, subject to payment of costs of Rs.20,000/- to be paid by the petitioner to the Poor Patients' Welfare Fund of the Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh within a period of one month from today.

May 14, 2019
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes

Whether Reportable: No