

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

CRM-M No.25488 of 2016 (O&M)

Date of decision: 24th January, 2019

Tarun Manchanda & others

... Petitioners

Versus

State of Haryana & another

... Respondents

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH

Present: Petitioner No.1 in person with his counsel
 Mr. J.S. Bedi, Senior Advocate assisted by
 Mr. Abhaysher Singh, Advocate.

 Mr. Baljinder S. Virk, Dy. Advocate General, Haryana
 for respondent No.1/State.

 Respondent No.2 in person with her counsel
 Mr. A.K. Vasudeva, Advocate.

FATEH DEEP SINGH, J.

During the course of hearing it has been brought to the notice of this Court by Mr. J.S. Bedi, Senior Advocate assisted by Mr. Abhaysher Singh, Advocate for the petitioners that respondent No.2 wife Sarita though had earlier effected settlement by way of compromise as is reflected from statements of the parties placed on the records as Annexure P2 recorded on 07.04.2015 before the Court of learned District Judge, Family Court, Faridabad whereby the wife has received an amount of Rs.30.00 lacs (Rs.15.00 lacs by way of cheque No.000001 dated 06.04.2015 drawn on HDFC Bank and remaining Rs.15.00 lacs through demand draft No.204287 dated 07.10.2015 issued by Syndicate Bank) as

full and final settlement of this matrimonial dispute, whereby the parties have relinquished all their claims and counter-claims, civil as well as criminal against each other including in respect of this matter and the wife had agreed to get the FIR No.298 dated 25.06.2015 under Sections 498-A, 406, 506, 34 IPC pertaining to Police Station Sector 7, District Faridabad (Annexure P1) quashed, but now she has backed out of this compromise and even refused to return the amount which was only on account of this settlement.

The wife, who is present in the Court, was confronted with this averment made by the petitioners side, who though has accepted that she has received the amount of Rs.30.00 lacs but has made a statement showing her categoric stand that she is neither willing to effect compromise nor is in any mood to return back the amount. Having gone back from her obligation arising out of this compromise settlement in spite of the best efforts of the Court, the wife was adamant not to even return the amount or to make a statement as per compromise.

Upon hearing learned counsel for the two sides on this score and perusal of the records, it is by no means displaced or could be controverted that on account of matrimonial dispute between the parties, the present FIR has come about at the behest of the wife and during the course of the same, the couple has decided to put an end to this marriage and to settle their dispute amicably and in pursuance of this compromise settlement, the husband has paid a sum of Rs.30.00 lacs as detailed above in the foregoing paragraph of this order and which is duly enumerated in

the petition under Section 13-B of Hindu Marriage Act filed by both, the husband and the wife, by way of Annexure P3. Now, as is the stand of the wife along with her counsel before this Court, she is not ready and willing to go ahead and give effect to this settlement/compromise nor return the amount so received in lieu of this settlement, which was mere compensatory in nature.

The Hon'ble Supreme Court in '**Mohd. Shamim v. Smt. Nahid Begum**' 2005(1) RCR(Criminal) 697, in a similar situation and conduct by the wife, who had received the amount by way of settlement between the parties and subsequently backed out of it and also refused to return back the amount and rather denied having entered into a compromise, had observed as under:-

"14. This Court in Ruchi Agarwal vs. Amit Kumar Agrawal & Ors., 2004(4) RCR (CrL) 949 (SC) : [2004 (8) Supreme 525], in almost a similar situation has quashed a criminal proceeding against the husband, stating :

"... Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.

8. In view of the above said subsequent events and the conduct of the appellant, it would be

an abuse of the process of the Court if the criminal proceedings from which this appeal arises is allowed to continue..."

However, in the present case, scenario is on a much better footing, where the wife certainly accepts the fact of having received Rs.30.00 lacs in full and final settlement.

In a similar situation in **‘Raj Kumar and others vs. State of Punjab and another’** 2016(1) RCR (Criminal) 60; **‘Gurpreet Singh vs. State of Punjab and others’** 2014(2) RCR (Criminal) 876; and **‘Court on its own motion vs. Rohin Kumar @ Rohin Aggarwal’** 2014(2) RCR (Criminal) 407, this Hon’ble Court further placing reliance on the case of **‘Vidya Charan Shukla vs. Tamil Nadu Olympic Association and another’** AIR 1991 Madras 323, had observed as follows:-

“27. Thus, this Court’s special jurisdiction as well as inherent jurisdiction to make orders ex-debito justitiae on the one hand and to punish for its contempt on the other, cannot be doubted and if a jurisdiction exists in a Court, the Court always has the right and duty to exercise that power as effectively as possible as it is always a inherent jurisdiction of the Court to make its power effective even though there is no specific provision of law to cover that particular power.”

In another similar situation in the case of **‘Shri Arun Atmaram Patil and others vs. Sandhya Arun Patil and others’** 2016(2) RCR (Criminal) 336, a Single Bench of the Hon’ble Bombay

High Court while placing reliance on **Mohd. Shamim's case (ibid)** observed that after taking advantage, a party cannot be allowed to backtrack on the consent terms, as it would amount to harassment of the other party.

To the very specific query of the Court neither the respondent wife nor her counsel could impress upon this Court what is their substantial reason for backtracking in terms of the settlement arrived at, and even in the statement which is reproduced in Annexure P3, following stipulation has been laid down:-

“9. That both parties are bound by the terms of the compromise. If the 1st party backs out from any term and condition of the compromise, the amount paid by him to the other party shall stand confiscated and the 2nd party shall be at liberty to launch criminal and civil prosecution which rightfully under the law, Sarita can file. Similarly, if the 2nd party backs out from any condition of the compromise she would pay back double the amount received by her and shall also be liable for being prosecuted by her husband on the lawful grounds available to him on the criminal & civil side and the husband has a right to get divorce on the grounds which were earlier available to him.”

Thus, in such a situation necessitates and impels this Court to invoke its inherent jurisdiction under Section 482 Cr.P.C. so as to meet the ends of justice. In the light of the same, rather than putting the respondent wife to more harassment in ordering repayment of double the amount so received by her (i.e. double of Rs.30.00 lacs comes to

Rs.60.00 lacs) as per the settlement, it would meet the ends of justice if the FIR (Annexure P1) so got registered by the wife against the petitioners along with all consequential proceedings arising therefrom, are ordered to be quashed. However, the petitioners would be at liberty to invoke contempt jurisdiction of this Court, if so advised.

With these observations, the present petition stands disposed off.

(FATEH DEEP SINGH)
JUDGE

January 24, 2019
rps

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No