

125.

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

CRM-M-20972-2019 (O&M)

Date of decision:08.05.2019

HARJINDER KAUR AND ORS

... Petitioners

Versus

STATE OF PUNJAB AND ANR.

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Ms. Balpreet K. Sidhu, Advocate, for the petitioners.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of F.I.R. No.32 dated 03.06.2017 (Annexure P-1) registered under Sections 498-A, 506 of IPC and DDR No.015 dated 10.03.2018, under Sections 406, 420, 120B IPC (Annexure P-2) at Police Station Women Cell, Bathinda, District Bathinda, on the basis of compromise dated 29.01.2019 (Annexure P-3) entered between the parties before the Mediation and Conciliation Centre of this Court.

Petitioner No.1 is mother-in-law and petitioner No.2 is the husband of respondent No.2, whereas petitioner No.3-Malkiat Singh has allegedly been arrayed as an accused in his capacity as a Mediator who facilitated the marriage between petitioner No.2 and respondent No.2. Petitioner No.4-Deepinder Kaur is the alleged girl friend of petitioner No.2.

Counsel for the petitioners has argued that petitioners No.1 and 2 have approached this Court by way of two separate petitions seeking grant

Versus State of Punjab” and CRM-M-13668-2018 titled as “Harman Singh Versus State of Punjab”, and during those proceedings, this Court had referred the matter before the Mediator. Accordingly, parties appeared before the Mediator and a settlement/compromise deed dated 29.01.2019 was reduced into writing between the parties, which is annexed as Annexure P-3 with the petition. He has argued that as per the compromise so entered between the parties, the complainant has stated that she has no objection in case the FIR against all the accused persons is quashed, for which, she would cooperate with the proceedings.

Notice of motion.

At this stage, Mr. Nitish Garg, Advocate, has put in appearance on behalf of respondent No.2 and filed his power of attorney, which is taken on record. He fairly admits the very compromise between the parties and states that respondent No.2 has no objection in case the present FIR qua the petitioners is quashed.

I have heard learned counsel for the parties.

The compromise/settlement does refer that both the parties have agreed to file a quashing petition for the present FIR as well as DDR and the complainant has accepted that she has no objection in case the quashing petition for FIR is quashed qua the accused persons.

Since there is no serious opposition from the counsel for respondent No.2 and the matter has duly been compromised between the parties before the Mediation Centre of this Court and a settlement deed has been reduced into writing on 29.01.2019, no useful purpose would be served to keep the FIR and the consequence proceedings alive.

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 also in the light of *Gold Quest International Private Limited's case (supra)*, this petition is allowed and F.I.R. No.32 dated 03.06.2017 (Annexure P-1) registered under Sections 498-A, 506 of IPC and DDR No.015 dated 10.03.2018, under Sections 406, 420, 120B IPC (Annexure P-2) at Police Station Women Cell, Bathinda, District Bathinda and all subsequent proceedings arising therefrom are quashed qua the petitioners on the basis of compromise dated 29.01.2019 (Annexure P-3) entered between the parties before the Mediation and Conciliation Centre of this Court, however, that would be subject to payment of costs of Rs.10,000/- to be deposited with the Poor Patients' Welfare Fund of the Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh, within one month from today.

(HARI PAL VERMA)
JUDGE

08.05.2019

sanjeev

Whether speaking/reasoned?
Whether reportable?

Yes/No
Yes/No