

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

342

CRM-M-21233-2019

Date of Decision:26.08.2019

Ujjwal Chaudhary

.....Petitioner

Versus

State of Haryana and another

.....Respondents

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

Present: Mr. Parveen Gaur, Advocate,  
for the petitioner.

Ms. Gaganpreet Kaur, AAG, Haryana.

Mr. Deepak Kundu, Advocate,  
for respondent No.2.

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HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.63 dated 30.01.2018 under Sections 316, 34, 377, 406, 498-A, 506 IPC, registered at Police Station Ballabhgarh Sadar, District Faridabad(Annexure P-1) and all the consequential proceedings arising therefrom on the basis of compromise-deed dated 14.03.2019(Annexure P-2).

This Court vide order dated 09.05.2019 had directed the parties to appear before the Illaqa Magistrate/trial Court to get their statements recorded and the learned trial court was directed to send its report qua the genuineness of the compromise.

learned Additional Sessions Judge, Faridabad and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 03.07.2019 to the effect that the compromise is genuine compromise, which has been effected voluntarily without any coercion or undue influence.

Respondent No.2-complainant, namely, Deepika Hooda, has made a statement with regard to compromise before learned Duty/Addl. Sessions Judge on 02.07.2019. The same is reproduced as under:-

*“Stated that I and my family have arrived at an amicable settlement with the accused Ujjwal. As per the settlement, accused Ujjwal has undertaken to pay Rs.14 lacs towards full and final settlement (permanent alimony). Out of the total amount, Rs.9 lacs have already been received by me whereas the accused have handed over a demand draft of Rs.5 lacs bearing No.013161 dated 2.7.2019 issued by State Bank of India, Branch, Sector 2, Faridabad, as on this day. I hereby seek to withdraw all the cases pending between the parties and thereafter I shall have no claim whatsoever in the property of the accused. The compromise has been arrived at voluntarily without any coercion, undue influence or pressure.”*

Learned State counsel as well as learned counsel for respondent No.2 have not disputed the factum of compromise between 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 complaint.

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.63 dated 30.01.2018 under Sections 316, 34, 377, 406, 498-A, 506 IPC, registered at Police Station Ballabhgarh Sadar, District Faridabad(Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioner on the basis of compromise-deed dated 14.03.2019 (Annexure P-2).

August 26, 2019  
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(HARI PAL VERMA)  
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No