

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

264

CRM-M-21505-2019

Date of Decision:16.12.2019

Jagjit Singh and others

.....Petitioners

Versus

State of Punjab and another

.....Respondents

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

Present: Mr. Rajesh Bhatheja, Advocate,
for the petitioners.

Mr. Saurav Khurana, DAG, Punjab.

Mr. S.K. Verma, Advocate for
Mr. Gurdarshan S. Sidhu, Advocate,
for respondent No.2.

HARI PAL VERMA, J.(Oral)

Fresh power of attorney filed on behalf of the petitioners today
in the Court, is taken on record.

Prayer in this petition filed under Section 482 Cr.P.C. is for
quashing of FIR No.72 dated 16.07.2018 under Sections 498-A, 406, 323,
377, 34 IPC, 1860 and General Diary No.23 dated 24.07.2018 under
Sections 452, 323, 148, 149, 506 IPC, 1860, registered at Police Station
Sadar Moga(Annexure P-1) and all the consequential proceedings arising
therefrom on the basis of compromise dated 30.11.2018(Annexure P-2).

This Court finds that the present petition is to be treated only
qua quashing of FIR No.72 dated 16.07.2018, however, with liberty to the
parties to file a separate petition for quashing of General Diary No.23 dated

24.07.2018. In view of the fact that the matter having been compromised between the parties and their statements have been recorded and the statement of petitioner No.1 and the complainant-respondent No.2 have been attached with the petition as Annexure P-2, which was entered between the parties before the Mediator, the present petition deserves to be allowed so far as quashing of FIR in question is concerned.

Learned counsel for the petitioners states that since General Diary has been filed at his behest, he undertakes to opt for quashing of General Diary No.23 dated 24.07.2018 by filing a separate petition.

The FIR No.72 dated 16.07.2018 has been registered at the behest of respondent No.2-Jasveer Kaur against the petitioners, whereas General Diary No.23 dated 24.07.2018 has been registered at the behest of Jasvinder Kaur against respondent No.2-Jasveer Kaur. Though, technically the present petition is liable to be dismissed as in the very petition, both quashing of FIR as well as General Diary has been sought and occurrence in both the cases are different, however, in order to avoid multiplicity of the proceedings, the present petition is hereby entertained.

This Court vide order dated May 10, 2019 while issuing notice of motion had directed the parties to appear before the Illaqa Magistrate/trial Court to get their statements recorded and the learned Magistrate was directed to send its report qua the genuineness of the compromise.

Pursuant to the aforesaid order, parties have appeared before learned Additional Chief Judicial Magistrate, Moga and got their statements recorded only viz-a-viz FIR No.72 dated 16.07.2018. On the basis of the statements so recorded, learned Magistrate has submitted report dated 17.07.2019 to the effect that the compromise arrived at between the parties

is genuine, voluntary and without any pressure, coercion or undue influence from any quarter and out of free will of the parties. The compromise has been arrived at with an aim to put an end to the ensuing rivalry between the parties.

Respondent No.2-complainant, namely, Jasveer Kaur, has made a statement with regard to compromise before learned Magistrate on 08.07.2019. The same is reproduced as under:-

“Stated that FIR No.72 dated 16.07.2018 under Sections 498-A, 406, 323, 377, 34 IPC was registered against the accused Jagjit Singh, Jaswinder Kaur, Swaranjeet Kaur and Kuldeep Singh at Police Station Sadar, District Moga at my instance.

We have compromised the matter with the accused voluntarily. The compromise between us has been effected with the intervention of respectable of the village and Mediation Centre of Hon'ble Punjab & Haryana High Court, Chandigarh. We have compromised the matter without any pressure or coercion and with our own sweet will. The compromise has been settled for a total sum of ₹11,40,000/- and out of same I had already received ₹5,00,000/- at the time of recording statement on first motion before District Judge(Family Court), Moga and today I have received demand draft of ₹6,40,000/- bearing No.224222 dated 03.07.2019 drawn at State Bank of India Branch Faridkot. I have received my articles from the accused persons. I have no objection if the said FIR is quashed. There are only four accused as mentioned above. No accused has been declared proclaimed offender in this case. No proclamation proceedings are pending against any of the accused.”

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 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.72 dated 16.07.2018 under Sections 498-A, 406, 323, 377, 34 IPC, registered at Police Station Sadar Moga(Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioners on the basis of compromise dated 30.11.2018(Annexure P-2), subject to payment of costs of ₹15,000/- to be paid by the petitioners, within a period of one month from today with the Poor Patients' Welfare Fund of **Post Graduate Institute of Medical Education and Research, Chandigarh.**

The parties shall adhere to the terms & conditions of the compromise/settlement entered between them before the Mediator, Annexure P-2 in letter & spirit.

December 16, 2019
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No