

202.

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

I.

CRM-M-47060-2017

Date of decision:03.05.2019

SHIV RAJ

... Petitioner

versus

STATE OF PUNJAB AND ANR.

.... Respondents

II.

CRM-M-4066-2018

SAVITA RANI AND ANR.

... Petitioners

versus

STATE OF PUNJAB AND ANR.

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. K.S. Brar, Advocate,
for the petitioner (s).

Mr.Rana Harjasdeep Singh, DAG, Punjab.

HARI PAL VERMA, J.(Oral)

This order shall dispose of two petitions i.e. **CRM-M-47060-2017** titled as ***Shiv Raj Versus State of Punjab and another*** and **CRM-M-4066-2018** titled as ***Savita Rani and another Versus State of Punjab and another***.

Prayer in both the petitions i.e. CRM-M-47060-2017 filed by Shiv Raj son of Ramesh Kumar, who is brother-in-law of respondent No.2-complainant, and CRM-M-4066-2018 filed by Savita Rani and Ramesh Kumar, who are in-laws of respondent No.2, is for quashing of Rapat No.37

dated 25.05.2016 under Sections 498-A/406/323/34 of IPC registered in a cross case i.e. FIR No.80 dated 25.05.2016 under Sections 323/506/148/149 of IPC, Police Station Bagapurana, District Moga.

In **CRM-M-47060-2017**, this Court vide order dated 18.01.2018 had directed the parties to appear before the Mediation and Conciliation Centre of this Court. Again vide order 20.07.2018, parties were referred for mediation.

Accordingly, a report dated 24.09.2018 was received in the case that joint session was held and mediation failed.

However, in CRM-M-3870, 3990 and 29864-2018, which were pending between the parties, this Court again sent the matter before the Mediator vide order dated 08.03.2019.

The parties appeared and participated in the proceedings.

Counsel for the petitioner has produced photocopy of the settlement so arrived at between the parties dated 29.04.2019 and on the strength of said settlement, he states that the matter has been compromised between the parties. The parties have decided to stay together in the matrimonial home at Moga with their child Rehmat Arora. The settlement so produced in Court shall form part of record.

Respondent No.2-complainant wife, who is present in the Court, has been identified by Navdeep Kumar, who is husband of Meenu Bala.

This Court has interacted with respondent No.2, who has fairly accepted the very compromise and states that she is staying with her husband in the matrimonial home. The terms and conditions of the

“1. The parties have decided that they will reside in the matrimonial home at Moga along with their child master-Rehmat Arora. Both the parties shall make whole hearted efforts to forget their disputes and differences and shall make all efforts to make their married life peaceful and happy.

2. It has been agreed between the parties that Som Prakash S/o Faqir Chand (Taya Ji of Meenu) R/o Shyama Nurse wali Gali, Sri Muktsar Sahib and Baljit Singh S/o Gobind Singh, (Mama Ji) Rani wife of Baljit Singh R/o Moga will never visit/interfere in the matrimonial life of Navdeep Kumar and Meenu.

3. Both the parties have decided that they shall put in all efforts to co-operate with each other to make their family life better for the welfare of their minor child.

4. Both the parties have decided to stay together. It has been further agreed that husband-Navdeep Kumar along with his family will visit at this in-laws place-Sri Muktsar Sahib on 1.5.2019 and bring her wife and son back with all respect and love.

5. This compromise has been reached between the parties without any pressure and both the parties have very happily agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise and in case any of the parties fails to comply with the terms and conditions of the present compromise, the other party shall be free to reopen the litigation.

6. It has been further agreed by the husband at that he will pay Rs.10,000/- (Rupees Ten Thousand) as pocket money to his wife-Meenu on seventh of every month.

7. It has been further agreed between the parties that Navdeep Kumar-Father of Rehmat Arora will pay Rs.1,50,000/- (Rupees One Lakh fifty thousand) in the shape of FDR in Nationalised Bank. It has been further agreed that the mother will be the nominee of this FDR till he attains majority.

8. *It has been agreed that Meenu-wife will get her transfer job from Sri Muktsar Sahib to Moga or some other nearby place, so that husband and wife can spend quality time with their child.*

9. *That the abovementioned cases will be withdrawn by both the parties in the respective courts. It has been further agreed that both the parties will file affidavit for the quashing of FIR No.80 dated 25.5.2016 under sections 323, 148, 149, 506 IPC at Police Station Bagha Purana, District Moga, Punjab and Rapat No.37 dated 25.5.2016 under sections 498-A, 406, 323, 34 IPC, at Police Station Bagha Purana, District Moga, Punjab.*

10. *It has been further decided between the parties that in case of necessity & in case of coming into knowledge of any complaint or application, both the parties shall be free to present the copy of the above compromise before any authority or court if the same is required to witness the execution of the compromise or to settle any pending controversy between the parties.*

11. *The parties have gone through the contents of the present compromise and after admitting the same as correct, have put their respective signatures."*

In view of settlement so arrived at between the parties, which is not disputed by respondent No.2, Rapat No.37 dated 25.05.2016 (supra) deserves to be quashed.

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***, CRM-M-47060-2017 and CRM-M-4066-

A/406/323/34 of IPC registered in a cross case i.e. FIR No.80 dated 25.05.2016 under Sections 323/506/148/149 of IPC, Police Station Bagapurana, District Moga and all subsequent proceedings arising therefrom are quashed qua the petitioner (s) in both the petitions on the basis of compromise/settlement dated 29.04.2019.

(HARI PAL VERMA)
JUDGE

03.05.2019
sanjeev

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