

301.

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

CRM-M-22779-2019

Date of decision: 13.08.2019

NARINDER LEKHI

... Petitioner

versus

STATE OF PUNJAB AND ANR

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: None.

HARI PAL VERMA, J. (Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of F.I.R. No.0118 dated 10.11.2018 registered under Sections 406, 498-A of IPC at Police Station Women, District Ludhiana City (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise/settlement dated 18.12.2018 (Annexure P-2).

This Court vide order dated 17.05.2019 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 Judicial Magistrate Ist Class, Ludhiana and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 11.07.2019 to the effect that the compromise has been effected between the parties out of their free will, voluntarily, without any sort of pressure, coercion and fear.

Though today none has put in appearance on behalf of respondent No.2-complainant, namely, Anjali but no prejudice would be caused to her as she has already made her statement with regard to compromise before learned Magistrate on 10.07.2019. The same is reproduced as under:-

“Stated that I got lodged FIR no.118 dated 10.11.2018, U/s 406 & 498-A of the IPC, P.S. Women, Ludhiana, against the accused namely Narinder Lekhi aged about 29 years S/o Prem Lal Lekhi, R/o House no.237/95, St. no.12, New Kundan Puri, Civil Lines, Ludhiana. Now, I have entered into compromise with the above said accused out of my free will and without any sort of pressure and fear. As such, I do not want to pursue with the case against the above said accused as the matter has been compromised. It was decided between me and accused namely Narinder Lekhi that he shall pay a sum of Rs.3 lacs 75 thousands to me at my present, past and future maintenance in the Hon'ble Court and out of the said amount, he has already paid Rs.2 lacs in the petition U/s 13-B of the HMA but remaining amount has to be paid by my husband to me in the aforesaid petition. In case, he failed to pay the above said amount, then, I shall have a right to proceed with the present case in future. I have no objection, if the aforesaid FIR is quashed against the above said accused. The petition U/s 13-B of HMA is pending in the court of Sh. K.K. Kareer, Ld. Principal Judge, Family Court, Ludhiana, for 10.07.2019 for recording second motion statement. Accordingly, I will not initiate any legal proceedings regarding the said FIR against the above said accused. Today I have brought my Aadhar card as proof of my identity and the photocopy of same is Ex.PB.”

In view of the above, no useful purpose would be served to

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.0118 dated 10.11.2018 registered under Sections 406, 498-A of IPC at Police Station Women, District Ludhiana City (Annexure P-1) and all subsequent proceedings arising therefrom are quashed qua the petitioner on the basis of compromise/settlement dated 18.12.2018 (Annexure P-2), however, that would be subject to payment of remaining amount at the time of second motion in the matrimonial proceedings.

In case the petitioner failed to pay the remaining amount, as per the compromise, the complainant shall be at liberty to seek revival of present petition.

(HARI PAL VERMA)
JUDGE

13.08.2019
sanjeev

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