

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

283

CRM-M-23014-2019

Date of Decision:05.09.2019

Gagandeep Singh

.....Petitioner

Versus

Kulwinder Kaur

.....Respondent

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

Present: Mr. SPS Aulakh, Advocate,
for the petitioner.

None for the respondent.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of complaint bearing No.COMI 106/2017 dated 21.02.2017 under Sections 406, 498-A, 323, 506 IPC before the Illaqa Magistrate, Ludhiana (Annexure P-1) and all the consequential proceedings arising therefrom on the basis of compromise-deed dated 03.05.2019(Annexure P-3).

This Court vide order dated 20.05.2019 had directed the parties to appear before the trial Court/Illaqa Magistrate to get their statements recorded and the learned trial court was directed to send its report qua the genuineness of the compromise.

Pursuant to the aforesaid order, the parties have appeared before learned Judicial Magistrate 1st Class, Ludhiana and got their statements recorded. On the basis of the statement so recorded, learned

compromise between the parties is genuine, voluntary and without any coercion or undue influence.

Though no one is present on behalf of the respondent-complainant-Kulwinder Kaur in Court today, but no prejudice would be caused to her as she has already made a statement with regard to compromise before learned Magistrate on 10.06.2019. The same is reproduced as under:-

“I have filed a complaint bearing number COMI 106/2017 dated 21.02.2017 U/S 406/498A, 323, 506 IPC, PS Women Cell, Ludhiana against Gagandeep Singh. Now I have compromised the matter with accused Gagandeep Singh with my free will and without any pressure, coercion. I have no objection if above complaint summoning order dated 20.11.2017 is quashed on the basis of compromise by Hon'ble Punjab & Haryana High Court.

Today I have received Rs.3 lacs i.e. 2.5 lacs by way of cheque bearing No.003305 dated 10.06.2019 drawn ICICI Bank, Branch Banga, District Nawa Shaher and Rs.50,000/- cash from Gagandeep Singh as per compromise. As such, till today, I have received Rs.7 lacs from Gagandeep Singh. Now Rs.1 lac is pending which will be given to me at the time of recording of statement of second motion pending for 30.11.2019 before the Court of Sh. Ajaib Singh, Ld. ADJ, Ludhiana.”

Learned State counsel has 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 complaint bearing No.COMI 106/2017 dated 21.02.2017 under Sections 406, 498-A, 323, 506 IPC before the Illaqa Magistrate, Ludhiana (Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioner on the basis of compromise-deed dated 03.05.2019(Annexure P-3).

September 05, 2019
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No