

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-23886-2019

Date of Decision:27.08.2019

Deepak Anthwal

.....Petitioner

Versus

State of U.T. Chandigarh and others

.....Respondents

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

**Present: Mr. Ramandeep Singh, Advocate,
for the petitioner.**

**Mr. D.S. Brar, APP,
for the U.T. Chandigarh,
for respondent Nos.1 to 3.**

**Ms. Davneet Sangwan, Advocate,
for complainant-respondent No.4.**

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.0007 dated 23.02.2018 under Sections 406, 498-A IPC, registered at Women Police Station, Chandigarh and all the consequential proceedings arising therefrom on the basis of compromise-deed dated 12.04.2019 (Annexure P-1).

This Court vide order dated 23.05.2019 had directed the parties to appear before the trial Court/Illaq 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, parties have appeared before learned Judicial Magistrate 1st Class, Chandigarh and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 22.07.2019 to the effect that the matter has been compromised between the parties voluntarily, without any pressure, coercion or threat from any side and therefore, compromise is complete and appears to be good in the eyes of law.

Respondent No.4-complainant, namely, Pooja Anthwal @ Pooja Khugshal, has made a statement with regard to compromise before learned Magistrate on 08.07.2019. The same is reproduced as under:-

“In compliance of order dated 23.05.2019 passed by Hon'ble Punjab & Haryana High Court in CRM-M-23886-2019, I record my statement:

Stated that I got the above said FIR registered against my husband Deepak Anthwal only. Now with the intervention of my relatives and respectable persons of the society, I have amicably settled the dispute with my husband as per compromise deed dated 12.04.2019 Annexure A1, which is signed by me as well as my husband, copy of which is submitted before Hon'ble High Court in quashing proceedings. The contents of above said compromise may kindly be read as part and parcel to the present statement. This compromise is genuine, voluntary, out of free will and without any coercion or undue influence from any side. Now I have no grudge or complaint against the above noted accused person. I have no objection, if the present FIR is quashed as per the above said compromise Annexure A1. I undertake to abide by the terms and conditions of compromise deed dated 12.04.2019 Annexure A1.”

Learned State counsel as well as learned counsel for respondent

No.4 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.0007 dated 23.02.2018 under Sections 406, 498-A IPC, registered at Women Police Station, Chandigarh and all the consequential proceedings arising therefrom are hereby quashed qua the petitioner on the basis of compromise-deed dated 12.04.2019 (Annexure P-1).

August 27, 2019
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No