

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-25804-2019(O&M)

Date of Decision:26.09.2019

Sukhwinder Singh and others

.....Petitioners

Versus

State of Punjab and another

.....Respondents

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

Present: Mr. Abnash Singh, Advocate,
for the petitioners.

Mr. Saurav Khurana, DAG, Punjab.

Ms. Rameet Bakshi, Advocate,
for complainant-respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.33 dated 09.02.2019 under Sections 498-A, 323, 34 IPC (the offence punishable under Section 406 IPC was added later on), registered at Police Station Zirakpur, District SAS Nagar, Mohali (Annexure P-1) and all the consequential proceedings arising therefrom on the basis of compromise-deed dated 27.05.2019(Annexure P-4).

Power of attorney filed on behalf of respondent No.2 today in the Court, is taken on record.

This Court vide order dated 31.05.2019 had directed the parties to appear before the trial Court/Illaqa Magistrate 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 1st Class, Dera Bassi and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 07.08.2019 to the effect that the compromise effected between the parties is genuine, voluntary and without any coercion and undue influence.

Respondent No.2-complainant, namely, Baljeet Kaur, has made a statement with regard to compromise before learned Magistrate on 29.07.2019. The same is reproduced as under:-

“Stated that FIR No.33 dated 09.02.2019, U/s 406/498-A/323/34 IPC, P.S. Zirakpur was lodged by me against accused Sukhwinder Singh S/o Fauja Singh, Fauja Singh S/o Late Magh Singh and Darshna Rani W/o Fauja Singh, all resident of House No.599, Preet Colony, Zirakpur, District SAS Nagar, Mohali. Now, with the intervention of the respectables, I have voluntarily entered into compromise with the above said accused persons out of my free will and without any pressure or undue influence, coercion, inducement, threat or promise from any side. The original compromise Ex.CX alongwith affidavit Ex.CY is placed on record. As per compromise, I have no objection if the above said FIR is quashed by the Hon'ble Punjab and Haryana High Court against the accused namely Sukhwinder Singh S/o Fauja Singh, Fauja Singh S/o Late Magh Singh and Darshna Rani W/o Fauja Singh. The self attested photocopy of the Aadhar Card is Mark-A .”

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.33 dated 09.02.2019 under Sections 498-A, 323, 34 IPC (the offence punishable under Section 406 IPC was added later on), registered at Police Station Zirakpur, District SAS Nagar, Mohali(Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioners on the basis of compromise-deed dated 27.05.2019(Annexure P-4).

September 26, 2019
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No