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

CRM-M-61744-2018

Date of decision:14.05.2019

SANJEEV KUMAR

... Petitioner

versus

STATE OF PUNJAB AND ANOTHER

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: None for the petitioner.

Mr.Rana Harjasdeep Singh, DAG, Punjab,
for respondent No.1.

None for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of F.I.R. No.17 dated 13.02.2014 registered under Sections 498-A/323 of IPC at Police Station Women Cell, District Jalandhar (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise deed dated 16.07.2018 (Annexure P-2).

This Court vide order dated 31.01.2019 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, Jalandhar and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has

submitted report dated 13.03.2019 to the effect that the compromise effected between the parties is genuine one which is not the result of any pressure or coercion.

Though today none has put in appearance on behalf of respondent No.2-complainant, namely, Sudesh Kumari but no prejudice would be caused to her as she has already made her statement with regard to compromise before learned Magistrate on 07.03.2019. The same is reproduced as under:-

“Stated that the matter has been compromised with the accused person namely Sanjiv Kumar with the intervention of respectables of the society and the has been effected voluntarily for ourselves. The accused has filed quashing petition CRM-M No.61744 of 2018 before the Hon'ble Punjab & Haryana High Court at Chandigarh for quashing present case FIR and the present proceedings. The said compromise is genuine and arrived at with free consent and without any pressure, coercion, undue influence and inducement from any quarter. I have no grudge or ill will against the accused person. Present FIR no.17/2013 may kindly be quashed against the accused in view of the said compromise. There is only one accused arrayed in the present FIR. There is no any other accused nor any of the accused is proclaimed person. Today I have received a draft bearing no.016691 dt. 05.03.2019 drawn at Axis Bank, Limited for the amount of Rs.50,000/- against the cheque no.123533 dt. 28.02.2019 for the amount of Rs.50,000/- drawn at Axis Bank Ltd. in my favour. Copy of the draft is Ex.C1. I have also brought photocopy of my Aadhar card as my identity proof i.e. Ex.C2.”

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 FIR.

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.17 dated 13.02.2014 registered under Sections 498-A/323 of IPC at Police Station Women Cell, District Jalandhar (Annexure P-1) and all subsequent proceedings arising therefrom are quashed qua the petitioner on the basis of compromise deed dated 16.07.2018 (Annexure P-2).

(HARI PAL VERMA)
JUDGE

14.05.2019
sanjeev

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