

269.

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

CRM-M-46837-2018

Date of decision:03.04.2019

PIYUSH GUPTA

... Petitioner

versus

UT OF CHANDIGARH AND ANR

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARI PAL VERMA

Present: Mr. K.K. Saini, Advocate, for the petitioner.

Mr. J.S. Toor, APP, UT, Chandigarh, for respondent No.1.

Mr. Gurmeet Singh Guri, Advocate, 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.06 dated 22.02.2018 registered under Sections 406 and 498-A of IPC at Police Station Women, Sector 17, Chandigarh (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise deed dated 25.09.2018 (Annexure P-2).

This Court vide order dated 06.12.2018 had directed the parties to appear before the trial Court/Illaq 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 Ist Class, Chandigarh and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 28.02.2019 to the effect that the compromise is

complete and appears to be good in the eyes of law.

Respondent No.2-complainant, namely, Aarti has made her statement with regard to compromise before learned Magistrate on 26.02.2019. The same is reproduced as under:-

“Stated that I got the above said FIR registered against my husband Piyush Gupta only. Now with the intervention of my relatives and respectable persons of the society, I have amicably settled the dispute with the above said accused person as per compromise deed dated 25.09.2018 Ex.C1 in total sum of Rs.4,50,000/-, out of which Rs.1,80,000/- have already been received by me in the divorce petition on first motion on 26.09.2018 before the Court of Ms Aaradhana Sawheny, the then Learned Additional District Judge, Chandigarh and remaining amount of Rs.2,70,000/- is to be paid to me on second motion in the divorce petition pending for 28.03.2019. The copy of compromise deed has already been submitted before the High Court. 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 Ex.C1. I undertake to abide by the terms and conditions of the compromise deed dated 25.09.2018 Ex.C1.”

Learned counsel for respondent No.2-complainant states that the matter has been compromised and a decree of divorce under Section 13-B of Hindu Marriage Act has been granted.

Learned counsel for UT Chandigarh also 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.06 dated 22.02.2018 registered under Sections 406 and 498-A of IPC at Police Station Women, Sector 17, Chandigarh (Annexure P-1) and all subsequent proceedings arising therefrom are quashed qua the petitioner on the basis of compromise deed dated 25.09.2018 (Annexure P-2), however, that would be subject to payment of costs of Rs.10,000/- to be deposited with the Poor Patients' Welfare Fund of the Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh, within one month from today.

(HARI PAL VERMA)
JUDGE

03.04.2019

sanjeev

Whether speaking/reasoned?

Yes/No

Whether reportable?

Yes/No