

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

250

CRM-M-39904-2018

Date of Decision:05.04.2019

Sunil Kapur and others

.....Petitioners

Versus

State of Punjab and another

.....Respondents

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

**Present: Mr. Sahil Puri, Advocate,  
for the petitioners.**

**Mr. Jagmohan Ghumman, D.A.G., Punjab.**

**Mr. Mehtab Singh Khaira, Advocate,  
for respondent No.2.**

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**HARI PAL VERMA, J.(Oral)**

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.193 dated 13.07.2009 under Sections 498-A, 406, 506, 120-B IPC, registered at Police Station City Kapurthala, District Kapurthala (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise dated 25.07.2018 (Annexure P-2).

This Court vide order dated 12.09.2018 had directed the parties to appear before the trial Court/Illaq Magistrate on 12.10.2018 to get their statements recorded in support of the compromise. Since the parties could not appear before the trial Court on 12.10.2018, one more opportunity was granted to the parties to get their statements recorded in terms of the compromise dated 25.07.2018.

Pursuant to the aforesaid order, parties have appeared before

learned Chief Judicial Magistrate, Kapurthala and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 28.03.2019 to the effect that the compromise has been effected between the parties amicably and the same is genuine and without any threat, coercion or pressure.

Respondent No.2-complainant, namely, Sapna Kapur, has made a statement with regard to compromise before learned Magistrate on 22.02.2019. The same is reproduced as under:-

*“Stated that I am the complainant in case FIR No.193 dated 13.07.2009, under Sections 498-A/406/506/120-B IPC, P.S. City, Kapurthala. I have compromised the matter with the accused with the intervention of the respectables of the society. The compromise will help in restoring good relation and harmony between the parties. As per the terms and conditions of compromise, the accused Amit Kapoor had to give a total sum of Rs.10,00,000/- to me out of which I have already received a sum of Rs.5,00,000/-. Further a sum of Rs.5,00,000/- is pending towards the accused which he has deposited with Mr. Jatinder Manik Tala in the shape of two drafts of Rs.2,50,000/- each which are lying in the custody of Mr. Manik Tala which are to be paid to me at the time of passing of quashing order in the Hon'ble High Court where next date of hearing is 5<sup>th</sup> April, 2019. In case Hon'ble High Court adjourns the matter for some reason then the same will be paid to the complainant on the date of passing of order of quashing by the Hon'ble High Court and accused will be liable to get the above said drafts revalidated before handing it over to me. If for any reason the date of above said drafts gets expired then accused will be liable to get it revalidated and give it to me in the Hon'ble High Court on the date of passing of order of quashing. I have no objection if the present FIR be quashed and the accused be acquitted from the charges by the*

*Hon'ble High Court as per the terms and conditions of the compromise submitted in the court of Saharanpur.”*

Learned counsel for the petitioners has argued that as per compromise dated 25.07.2018, petitioner No.5 was required to pay a sum of Rs.10,00,000/- as full and final settlement of maintenance allowance for complainant-respondent No.2 and their son Vansh. He has further argued that apart from the fact that an amount of Rs.5,00,000/- has already been paid to respondent No.2, two bank drafts bearing Nos.998784 & 998785 dated 10.01.2019 for an amount of Rs.2,50,000/- each are being handed over to respondent No.2, who is present in the Court, which satisfies the payment of Rs.10,00,000/-.

Learned counsel for respondent No.2 on instructions from respondent No.2-Sapna Kapur, who is also present in the Court, fairly admits the receipt of total amount of Rs.10,00,000/-. However, he submits that petitioner No.5-Amit Kapur is required to withdraw the custody case pending before the Allahabad Court, which as per knowledge of respondent No.2 has not been withdrawn by him.

Controverting the aforesaid assertion made by learned counsel for respondent No.2, learned counsel for the petitioners on instructions from petitioner No.5-Amit Kapur fairly states that he has already withdrawn the cases as regards custody pending before the Allahabad Court or any other Subordinate Court. In this manner, the matter having been compromised between the parties in terms of compromise dated 25.07.2018 (Annexure P-2).

Learned State counsel has not disputed the factum of compromise between the parties.

Heard learned counsel for 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)*** and considering the compromise dated 25.07.2018, whereby the parties have compromised the matter, this petition is allowed and FIR No.193 dated 13.07.2009 under Sections 498-A, 406, 506, 120-B IPC, registered at Police Station City Kapurthala, District Kapurthala (Annexure P-1) and all subsequent proceedings arising therefrom are hereby quashed qua the petitioners on the basis of compromise dated 25.07.2018 (Annexure P-2).

The parties shall adhere to the terms & conditions of the compromise dated 25.07.2018 (Annexure P-2) in letter and spirit.

**April 05, 2019**  
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**(HARI PAL VERMA)**  
**JUDGE**

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No