

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

266+131

CRM-M-17806-2018(O&M)

Date of Decision:02.03.2020

Darshan Kaur and another

.....Petitioners

Versus

State of Punjab and another

.....Respondents

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

**Present: Mr. Saurabh Sharma, Advocate for
Mr. B.D. Sharma, Advocate,
for the petitioners.**

**Ms. Ruchika Sabharwal, AAG, Punjab,
for respondent No.1.**

**Mr. Rajiv Joshi, Advocate,
along with respondent No.2 in person.**

HARI PAL VERMA, J.(Oral)

Prayer in the present petition filed under Section 482 Cr.P.C. is for quashing of FIR No.81 dated 18.12.2015 under Sections 406, 498-A, 420, 323, 120-B IPC, registered at Police Station Banga, District Shaheed Bhagat Singh Nagar (Annexure P-1) and all the consequential proceedings arising therefrom on the basis of settlement/agreement dated 15.11.2017 (Annexure P-2) entered between the parties before the Mediation and Conciliation Centre of this Court.

On September 12, 2019, this Court had passed the following order:-

“Learned counsel for complainant-respondent No.2 states that

the case is lingering on since April 2018 and in terms of the compromise dated 15.11.2017(Annexure P-2), petitioner No.2 is required to pay a sum of Rs.6 lakh to the complainant.

Learned counsel for the petitioners prays for further adjournment.

On his request, adjourned to 22.11.2019.

*Meanwhile, in case petitioner No.2-Joravar Singh appears before the trial Court within two months from today, he shall be admitted on interim bail, subject to furnishing of his adequate bail bonds/surety bonds to its satisfaction, subject to payment of ₹25,000/- as costs to be paid by petitioner No.2 with the **Post Graduate Institute of Medical Education and Research, Chandigarh.**”*

Accordingly, while admitting petitioner No.2 on interim bail, this Court had adjourned the case for 22.11.2019. However, on 22.11.2019, this Court had passed the following order:-

“Learned counsel for the petitioners states that since petitioner No.2-Joravar Singh, who was admitted on interim bail by this Court vide order dated 12.09.2019, is working as a driver in USA, met with an accident and is confined to bed, he could not surrender before the learned trial Court. However, there is likelihood that in the coming time, he may recover and surrender before the learned trial Court.

Adjourned to 02.03.2020.

Meanwhile, if petitioner No.2 surrenders before the learned trial Court on or before the next date of hearing, he be admitted to bail, in terms of order dated 12.09.2019 passed by this Court.”

Learned counsel for the petitioners has submitted that petitioner No.2 is working as a Driver in USA and while driving as such, an accident had been caused by the truck which he was driving. He has produced on record a photocopy of statement of loss duly attested by the Notary Public

of State of California. However, he submits that in terms of the settlement/ agreement dated 15.11.2017 entered between the parties before the Mediation and Conciliation Centre, petitioner No.2 has already paid an amount of ₹6 lakhs to respondent No.2 which is apparent from the order dated 23.01.2018 passed by the Additional District and Sessions Judge, Jalandhar and balance amount of ₹6 lakhs is being handed over to learned counsel for respondent No.2 for onward payment to respondent No.2/complainant.

Learned counsel for respondent No.2 is very fair and admits the receipt of ₹6 lakhs which is apparent from the order dated 23.01.2018 passed by the appellate authority and he has accepted the remaining amount of ₹6 lakhs by way of post-dated cheque dated 05.03.2020. A photocopy of the same is taken on record. Learned counsel for respondent No.2, on instructions from respondent No.2 as well as her father, who are present in the Court, submits that they have no objection if the FIR is quashed as the matter has been amicably compromised between the parties.

Learned State counsel, on instructions from ASI Rashpal Singh, submits that it being a matrimonial dispute, she has no serious objection if the FIR is quashed as the matter has been compromised between the parties.

Heard learned counsel for the parties.

The settlement/agreement dated 15.11.2017(Annexure P-2) entered between the parties before the Mediation and Conciliation Centre is not in dispute. Both the parties have agreed to permanently resolve their matrimonial relationship and petitioner No.2 has agreed to pay a sum of ₹12 lakhs to respondent No.2 as permanent alimony, which includes present, past and future maintenance and other claims. Out of the agreed amount of

₹12 lakhs, ₹6 lakhs had already been paid before the appellate authority, whereas the remaining amount of ₹6 lakhs had been paid by way of post-dated cheque dated 05.03.2020. Though, there was an exparte decree of divorce dated 01.10.2014 under Section 13-B of the Hindu Marriage Act filed at the behest of the petitioners, but as it was ex parte decree, respondent No.2 had moved an application for setting aside the exparte decree. Now, the matter has been compromised and she had withdrawn the application which she had filed for setting aside the exparte decree. In the background of the settlement/agreement dated 15.11.2017 and respondent No.2 who is present in the Court has admitted the settlement, this Court finds that the present FIR deserves to be quashed.

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.81 dated 18.12.2015 under Sections 406, 498-A, 420, 323, 120-B IPC, registered at Police Station Banga, District Shaheed Bhagat Singh Nagar (Annexure P-1)

and all the consequential proceedings arising therefrom are hereby quashed qua the petitioners on the basis of settlement/agreement dated 15.11.2017 (Annexure P-2) entered between the parties before the Mediation and Conciliation Centre of this Court.

It is made clear that the present FIR would be quashed only subject to realization of cheque dated 05.03.2020 for an amount of ₹6 lakhs and in the event of dishonour of cheque, the present petition shall be deemed to have been dismissed.

At the same time, vide order dated September 12, 2019, petitioner No.2 was admitted on bail subject to his furnishing bail bonds and surety bonds to the satisfaction of trial Court, however, subject to payment of ₹25,000/- as costs to be deposited with the PGIMER, Chandigarh, but that money has not been deposited so far. Thus, this amount is now increased to ₹40,000/- which shall be deposited by petitioner No.2 within a period of four weeks from today with **Post Graduate Institute of Medical Education and Research, Chandigarh** and that amount would be spent for the deserving poor patients and the Director shall ensure that this amount is utilized only for poor patients.

It is made clear that in case the amount of ₹40,000/- is not deposited with the **PGIMER, Chandigarh**, the present petition shall be deemed to have been dismissed.

March 02, 2020
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No