

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

CRM-M-11513 of 2020.

Decided on:- October 27, 2020.

Sushil.

.....Petitioner.

Versus

State of Haryana and another

.....Respondents.

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

Present:- Mr. Rajesh Bansal, Advocate
for the petitioner.

Mr. Pardeep Parkash Chahar, D.A.G., Haryana.

Mr. Vipin Sharma, Advocate
for respondent No.2-complainant.

HARI PAL VERMA, J. (Oral)

The matter has been taken up for hearing through video conferencing due to outbreak of COVID-19.

The petitioner has filed the present petition under Section 482 Cr.P.C. for quashing of FIR No.1606 dated 20.12.2016 under Sections 323, 377, 498-A and 506 IPC registered at Police Station Panipat City, District Panipat (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise deed dated 07.03.2020 (Annexure P-2).

This Court vide order dated March 18, 2020 had directed the parties to appear before the Illaqa Magistrate/Duty Magistrate/trial Court to

get their respective statements recorded with regard to compromise and the Court was directed to send its report qua genuineness of the compromise.

Pursuant to the aforesaid order, the petitioner and respondent No.2-complainant Pinki had appeared before learned Judicial Magistrate 1st Class, Panipat and got their statements recorded on 22.05.2020. On the basis of the statements so recorded by the parties, learned Magistrate has submitted the report dated 22.05.2020 to the effect that the matter has been settled between the parties amicably/voluntarily without any pressure or coercion.

The FIR in question has been recorded on the basis of statement of respondent No.2-complainant Pinki. She has already made a statement before learned Magistrate in support of the compromise on 22.05.2020, which reads as under:

“It is hereby stated that I have entered the compromise voluntarily without any pressure with the opposite party. No undue influence or coercion has been exercised upon me. I have entered the compromise Ex.PX on my own free will. I shall remain bound by statement. I have no objection, if the present FIR NO.1606 dated 20.12.2016 as lodged by me is quashed. The marriage with the accused was solemnized on 22.11.2015. I do not wish to proceed further with the case. Further, there is no other aggrieved person than me.”

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

Similarly, learned counsel for respondent No.2-complainant has also admitted the factum of compromise between the parties.

Considering the fact that the present is a matrimonial dispute between the parties and the matter has been compromised between them, this Court finds that there is no impediment in quashing of the FIR in question qua the petitioner. In fact, continuation of the proceedings before the trial Court in the instant FIR qua the petitioner shall be an abuse of the process of law.

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 well as the law laid down in ***Gold Quest International Private Limited's case (supra)***, the present petition is allowed and the FIR No.1606 dated 20.12.2016 under Sections 323, 377, 498-A and 506 IPC registered at Police Station Panipat City, District Panipat (Annexure P-1) and all consequential proceedings arising therefrom are quashed qua the petitioner on the basis of compromise dated 07.03.2020 (Annexure P-2), however, subject to payment of costs of Rs.25,000/- to be deposited by the petitioner with Shree Atam Manohar Jain, Charitable Foundation, Karnal, bank account

No.2046101058651, Canara Bank, Main Branch Karnal, IFSC Code
CNRB0002046 within a period of one month from today.

October 27, 2020
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned:	Yes
Whether Reportable:	No