

IN THE HIGH COURT OF PUNJAB AND HARYANA

AT CHANDIGARH

Criminal Misc. No.M-7396 of 2014

Date of Decision: 02.03.2020

Amit Gupta & others

...Petitioner (s)

Versus

State of Haryana & another

...Respondent(s)

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

Present:- Ms. Amanpreet Kaur, Advocate for
Mr. D.S. Sandhu, Advocate
for the petitioner.

Ms. Gaganpreet Kaur, AAG, Haryana.

Mr. Parmod Kumar, Advocate for
Mr. Ashwani Talwar, Advocate
for respondent no.2.

HARI PAL VERMA, J. (Oral)

Prayer in this petition filed under Section 482 CrPC is for quashing of FIR No.291 dated 11.11.2010 under Sections 498A/406/34 IPC registered at Police Station DLF Phase-II, Gurugram and all subsequent proceedings arising therefrom.

Though initially, the present petition was filed for quashing of FIR in question, on merits, but thereafter, the matter having been compromised, the FIR has been sought to be quashed on the basis of

settlement agreement dated 17.09.2018 entered between the parties. The aforesaid settlement agreement dated 17.09.2018 has been made part of record.

On December 04, 2019, this Court had passed the following order:-

“Learned counsel for the parties are ad idem that the matter has been compromised between the parties.

Accordingly, the parties/general power of attorney are directed to appear before the trial Court to get their statements recorded in support of the compromise on 16.01.2020.

At this stage, learned counsel for the complainant has submitted that the compromise dated 17.09.2018 has been entered between the parties and as a result thereof, a total amount of Rs.81 lakh has been paid to the complainant which include Rs.56 lakh in favour of the wife and Rs.25 lakh in favour of the minor daughter.

Adjourned to 02.03.2020.”

Accordingly, report dated 28.02.2020 has been received from Judicial Magistrate Ist Class, Gurugram along with statement of the complainant – Devki Nandan. As per the report, the complainant has made a statement on oath that he has compromised the entire dispute with the accused in the present FIR. It has been further submitted that the compromise has been effected voluntarily, without any threat, inducement or pressure from any corner. The statement of the complainant reads as under:-

“Stated that the matter between the parties relating to FIR No.291/2010 u/ss 498A/406/34 IPC, P.S. DLF-II, Gurugram have been amicably settled between the parties, as

per the compromise dated 17.9.2018. In view of this compromise, now nothing remains due between the parties and all the disputes have been resolved amicably. Under these circumstances, it is requested that the FIR No.291/2010 may kindly be quashed. The above statement has given by me on my own accord without any pressure or influence.”

Counsel for respondent no.2 does not dispute the compromise so effected between the parties and has no objection to the FIR being quashed.

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 FIR No.291 dated 11.11.2010 under Sections 498-A/406/34 IPC registered at Police Station DLF Phase-II, Gurugram and all subsequent proceedings arising therefrom

are quashed *qua* the petitioners, on the basis of compromise dated 17.09.2018 (Annexure P-2) entered between the parties.

March 02, 2020
AK

(HARI PAL VERMA)
JUDGE

Whether speaking / reasoned?

Yes / No

Whether reportable?

Yes / No