

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

218

CRM-M-26959-2020

Date of Decision:02.11.2020

Jagdeep Singh and others

.....Petitioners

Versus

State of Punjab and another

.....Respondents

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

**Present: Mr. Amandeep Singh Manaise, Advocate,
for the petitioners.**

Mr. H.S. Sullar, D.A.G., Punjab.

**Mr. Gagandeep Singh Manku, Advocate,
for respondent No.2.**

HARI PAL VERMA, J.(Oral)

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

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.123 dated 26.11.2019 under Sections 498-A, 323, 324, 34 IPC, registered at Police Station Kalanaur, District Gurdaspur (Annexure P-1) and all the consequential proceedings arising therefrom on the basis of settlement/agreement dated 19.02.2020(Annexure P-2).

Pursuant to the order dated October 14, 2020 passed by this Court, copy of the power of attorney filed on behalf of respondent No.2, is taken on record.

Learned counsel for the petitioners has argued that apart from

the fact that the matter has been settled between the parties before the

Mediation and Conciliation Centre of this Court vide settlement/agreement dated 19.02.2020(Annexure P-2), even decree of divorce under Section 13-B of the Hindu Marriage Act for dissolution of their marriage with mutual consent has been passed on 29.09.2020 by learned Principal Judge, Family Court, Gurdaspur between Jagdeep Singh(petitioner No.1) and Seema Rani (respondent No.2).

The following settlement has been arrived at between the parties:-

“a) It has been decided that both the first party and the second party will part their ways for a full and final settlement of Rs.3,75,000/- (Rupees Three lakh seventy five thousand Only) and there will not be any further claim of any kind against each other by both the parties. The said amount of Rs.3,75,000/- (Rupees Three lakh seventy five thousand Only) will be paid by the first party to the second party in three installments of Rs.75,000/-, Rs.1,50,000/- and Rs.1,50,000/- each by way of demand draft in the name of Seema Rani, second party.

b) Both the parties have confirmed the fact that the second party has received all the dowry articles on 18.02.2020 as mentioned in the list appended herewith, which may be treated as part of this settlement.

c) Both the parties have confirmed the fact that the second party has received all the gold ornaments (one gold set, three gents rings, one chain, one gold kara, one pair of tops and four wrist watches of HMT) on today i.e. 19.02.2020. That apart, the second party has received a bank draft No.976898 dated 18.02.2020 drawn upon SBI, amounting to Rs.75,000/- (Rupees Seventy Five Thousand only) in the name of Seema Rani-second party on 19.02.2020 as first instalment out of the settled amount.

d) It has been agreed between the parties that they

would file a petition under Section 13-B of Hindu Marriage Act for dissolution of marriage by mutual settlement on 16.03.2020 at District Court/Family Court, Gurdaspur. The first party has undertaken to hand over a demand draft amounting to Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) at the time of first motion statement in petition under Section 13-B of Hindu Marriage Act before the concerned Court.

e) It has been agreed between the parties that the first party would hand over a demand draft amounting to Rs.1,50,000/- (Rupees One Lac Fifty Thousand only) at the time of second motion statement in petition under Section 13-B of Hindu Marriage Act before the concerned Court.

f) Both the parties have agreed that after recording of first motion statement, the first party would file a petition for quashing of FIR referred to above before the Hon'ble High Court wherein the second party would facilitate for the quashing of FIR referred to above, either by suffering a statement or filing an affidavit to solve the purpose as desired by the Hon'ble High Court.

g) That both the parties have agreed that they and/or their relatives will not file/pursue any litigation in future of any kind and will not raise any further claim against each other.

h) That both the parties undertake that the above said settlement shall always be binding upon them as well as their other relatives.”

Learned State counsel as well as counsel for respondent No.2 have not disputed the factum of compromise between the parties.

Since the matter has been settled between the parties before the Mediation and Conciliation Centre of this Court vide settlement/agreement dated 19.02.2020(Annexure P-2), even decree of divorce under Section 13-B of the Hindu Marriage Act for dissolution of their marriage with mutual consent has been passed on 29.09.2020 by learned Principal Judge, Family

Court, Gurdaspur, this Court finds that there is no impediment to quash the FIR, in question, on the basis of compromise.

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)*, this petition is allowed and FIR No.123 dated 26.11.2019 under Sections 498-A, 323, 324, 34 IPC, registered at Police Station Kalanaur, District Gurdaspur (Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioners on the basis of settlement/agreement dated 19.02.2020 (Annexure P-2).

November 02, 2020
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No