

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

CRM-M-24903-2020

Date of decision: 14.10.2020

Ketan Walia and others

.....Petitioners.

vs.

State of Haryana and another

.....Respondents.

CORAM: - HON'BLE MR. JUSTICE SANJAY KUMAR

Present: - Mr. Karan Nehra, Advocate, for the petitioners.

Ms. Mahima Yashpal, Deputy Advocate General, Haryana.

Mr. Mohit Rathee, Advocate, for respondent No. 2.

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Sanjay Kumar, J. (ORAL)

The petitioners are the accused in FIR No. 0058 dated 24.04.2019 on the file of Police Station Women Cell, Panchkula, District Panchkula, registered under Sections 323, 406, 498-A, 506 and 120-B IPC. By way of this petition filed under Section 482 Cr.P.C., they seek quashing of the said FIR.

The first petitioner is the husband of the second respondent, the complainant at whose behest the subject FIR was registered. The second and third petitioners are his parents. The basis for seeking relief in this petition is the settlement arrived at by and between the parties, which was reduced to writing by way of Compromise Deed dated 08.08.2020.

Copy of the same is placed on record.

Taking note of this aspect on 28.08.2020, this Court directed the parties to appear before the trial Court/Illaqa Magistrate on 11.09.2020 for recording of their statements with regard to the settlement. The trial Court/Illaqa Magistrate was asked to submit a report with regard to the genuineness of the compromise apart from certifying as to whether the accused were declared as proclaimed offenders and whether they have been convicted or were involved in any other case. This Court also noted that a sum of ₹ 25.00 lakh had already been paid to the second respondent-complainant in terms of the compromise and the petitioners undertook to pay the balance amount as per the Compromise Deed dated 08.08.2020 at the time of recording of the statements at the second motion in the petition filed under Section 13-B of the Hindu Marriage Act, 1955, whereby the couple had sought a decree of divorce based on mutual consent.

This Court also noted that a post-dated cheque, bearing the date 10.02.2021, had been delivered to the learned counsel for the second respondent-complainant for the balance amount of ₹ 25.00 lakh.

Pursuant to the aforestated order, the learned Judicial Magistrate First Class, Panchkula, recorded the statements of the parties and submitted Report dated 24.09.2020. The same is taken on record. Therein, she stated that the written compromise dated 08.08.2020 was found to be voluntary and genuine. She further stated that the three

accused were not declared as proclaimed persons/proclaimed offenders by any Court and were not convicted in any other criminal case and no other case was pending against them except the present one.

Mr. Mohit Rathee, learned counsel, entered appearance for the complainant and filed his power of attorney. He states that his client has no objection to the quashing of the FIR, provided the petitioners honour their commitment with regard to payment of ₹ 25.00 lakh.

Mr. H.S. Multani, learned Assistant Advocate General, Punjab, would state that there is no other FIR registered against the petitioners and that the State has no objection to the quashing of the subject FIR, as the dispute is essentially of a private nature.

In the light of the aforestated facts and as the alleged offences arise out of a matrimonial dispute which now stands settled to the satisfaction of all concerned, this Court is inclined to accept the compromise effected between the parties as reason enough to give a quietus to the matter. Given the settlement of all issues, as set out in the Compromise Deed dated 08.08.2020, no purpose would be served in wasting the time and resources of the State in pursuing this case to its inevitable and futile conclusion.

The petition is accordingly allowed. FIR No. 0058 dated 24.04.2019 on the file of Police Station Women Cell, Panchkula, District Panchkula, registered under Sections 323, 406, 498-A, 506 and 120-B IPC and all proceedings relating thereto shall stand quashed in their entirety. It

is made clear that, in the event the petitioners fail to pay the balance amount of ₹ 25.00 lakh that is due and payable by them in terms of the Compromise Deed dated 08.08.2020, it would be open to the second respondent-complainant to take appropriate measures in relation thereto, including revival of the subject proceedings.

(SANJAY KUMAR)
JUDGE

14.10.2020

preeti

whether speaking/non speaking

yes/no

whether reportable/non reportable

yes/no