

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

276

CRM-M-37246-2019

Date of Decision:20.01.2020

Harjit Singh

.....Petitioner

Versus

State of Punjab and another

.....Respondents

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

Present: Mr. Chetan Kapoor, Advocate for
Mr. Barjinder Singh, Advocate,
for the petitioner.

Ms. Ruchika Sabharwal, AAG, Punjab.

None for respondent No.2.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.0312 dated 25.12.2018 under Sections 498-A, 406 IPC, registered at Police Station City Sangrur, District Sangrur(Annexure P-1) and all the consequential proceedings arising therefrom on the basis of compromise dated 26.08.2019 (Annexure P-2).

This Court vide order dated 05.09.2019 had directed the parties to appear before the trial Court/Illaq Magistrate to get their statements recorded and the learned Magistrate was directed to send its report qua the genuineness of the compromise.

Pursuant to the aforesaid order, parties have appeared before learned Chief Judicial Magistrate, Sangrur and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 08.01.2020 to the effect that the compromise has

been arrived at between the parties voluntarily and without any pressure or coercion.

Though no one is present on behalf of respondent No.2-complainant-Sandeep Kaur in Court today, but no prejudice would be caused to her as she has already made a statement with regard to compromise before the learned Magistrate on 04.01.2020. The same is reproduced as under:-

“I have got registered F.I.R. No.312 dated 25.12.2018 under Sections 498-A, 406 IPC in Police Station City, Sangrur against accused Harjit Singh. The matter has been voluntarily compromised with accused named herein above without any pressure, coercion or undue influence and out of free will in the above said F.I.R. I have seen the original compromise dated 26.08.2019, on which, I identify my signature. The photocopy of the same is Ex.CX. The present F.I.R. has been registered only against Harjit Singh and he was not declared proclaimed offender in this case. We have filed a joint divorce petition under Section 13-B of the Hindu Marriage Act, in which, the statements for the first motion have already been recorded and the same is pending before the Court of learned District Judge, Sangrur for 29.02.2020 for the statements of second motion for divorce and for remaining payment. I have no objection in quashing the F.I.R. In question against accused Harjit Singh subject to recording of the second statement to be recorded on 29.02.2020 and after the remaining payment would be made to me by the accused on 29.02.2020 and after the granting of decree of divorce..”

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

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.0312 dated 25.12.2018 under Sections 498-A, 406 IPC, registered at Police Station City Sangrur, District Sangrur(Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioner on the basis of compromise dated 26.08.2019 (Annexure P-2), subject to payment of costs of ₹5,000/- to be paid by the petitioner, within a period of one month from today with **Pingalwara Charitable Society, Sangrur** and subject to fulfilling the conditions made in the compromise dated 26.08.2019(Annexure P-2) as agreed between the parties, which is otherwise attached with the report of learned CJM, Sangrur.

January 20, 2020
seema

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No