

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

CRM-M-43911 of 2019.

Decided on:- February 28, 2020.

Lakhvir Singh and others

.....Petitioners.

Versus

State of Punjab and others

.....Respondents.

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

Present:- Mr. N.S. Dandiwal, Advocate
for the petitioners.

Mr. Hittan Nehra, Addl. A.G., Punjab.

Mr. Impinder Singh Dhaliwal, Advocate
for respondents No.2 and 3.

HARI PAL VERMA, J. (Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.46 dated 06.04.2019 under Sections 409, 495, 498-A and 120-B IPC registered at Police Station Nihal Singh Wala, District Bathinda (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of deed of compromise dated 04.09.2019 (Annexure P-2).

This Court vide order dated October 17, 2019 had directed the parties to appear before the Illaqa 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 parties had appeared before learned Sub-Divisional Judicial Magistrate, Nihal Singh Wala and got their statements recorded on 28.11.2019. On the basis of the statements so recorded

by the parties, learned Magistrate has submitted the report dated 15.01.2020 to the effect that the compromise effected between the parties is genuine, voluntary and out of free will and without any coercion or undue influence. However, the statements of petitioner No.1 Lakhvir Singh and Kulwinder Kaur were recorded through their respective attorneys i.e. Sukhchain Singh and Jaswinder Singh Grewal.

The FIR in question has been recorded on the basis of statement of respondent No.2-complainant Gurnam Singh. He has already made a statement before learned Magistrate in support of compromise on 28.11.2019 which reads as under:

“On my initiation FIR No.46 dated 06.04.2019, under Sections 409/495/498-A/120-B IPC was registered at Police Station Nihal Singh Wala, District Moga against accused Lakhvir Singh son of Sukhchain Singh Grewal, Surinder Kaur Grewal wife of Sukhchain Singh Grewal, Kulwinder Kaur wife of Mandeep Singh, Sukhchain Singh Grewal son of Jaswant Singh and Pavittar Singh Grewal son of Sharanjeet Singh Grewal, all the residents of village Khassi Kalan, District Ludhiana. No other person was involved in the present matter.

Now with the intervention of respectable of our village and near relative we both the parties have effected a compromise. This compromise is genuine, voluntary and without any coercion or undue influence. I will have no objection if the above mentioned FIR against the above mentioned persons is quashed on the basis of this compromise. No other criminal case is pending against me. Today, we have received ₹ 10 lacs cash and one cheque bearing No.035572 dated 28.11.2019, OBC, amounting to ₹ 9,00,000/- in favour of Gurpreet Kaur regarding the remaining amount.”

Similarly, respondent No.3 Gurpreet Kaur, who is daughter of respondent No.2-complainant, has made a statement before learned Magistrate on 28.11.2019 in support of compromise.

Learned State counsel and learned counsel for respondents No.2 and 3-complainant have not disputed the factum of compromise effected between the parties.

Learned counsel for the petitioners states that there is typographical error in the head note of the petition as regard the offences. Instead of the offence under Section 406 IPC, the offence under Section 409 IPC has inadvertently been typed. He prays that the offence under Section 409 IPC be read as 406 IPC.

Learned State counsel as well as learned counsel for respondents No.2 and 3 have stated that they have no objection in case the offence under Section 409 IPC is read as 406 IPC as the same is a typographical error.

Accordingly, it is ordered that the offence under Section 409 IPC as mentioned in the head note of the petition be read as the offence under Section 406 IPC.

Considering the fact that the present is a matrimonial dispute and the matter has been compromised between the parties, continuation of the proceedings before the trial Court in the instant FIR qua the petitioners 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.46 dated 06.04.2019 under Sections 406, 495, 498-A and 120-B IPC registered at Police Station Nihal Singh Wala, District Bathinda (Annexure P-1) and all consequential proceedings arising therefrom are quashed qua the petitioners on the basis of deed of compromise dated 04.09.2019 (Annexure P-2), however, subject to payment of costs of Rs.25,000/- with the Director of Government Multi Speciality Hospital, Sector-16, Chandigarh, which shall be paid by the petitioners within a period of one month from today. This amount shall be utilized for the welfare of poor and needy patients under the supervision of concerned Medical Superintendent.

February 28, 2020

Yag Dutt

**(HARI PAL VERMA)
JUDGE**

Whether speaking/reasoned: Yes

Whether Reportable: No