

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

274

CRM-M-45070-2019

Date of Decision:20.02.2020

Sandeep Singh and others

.....Petitioners

Versus

State of Punjab and another

.....Respondents

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

Present: None.

HARI PAL VERMA, J.(Oral)

Prayer in this petition filed under Section 482 Cr.P.C. is for quashing of FIR No.115 dated 30.09.2017 under Sections 406, 498-A IPC, registered at Police Station Phase-XI, SAS Nagar, Mohali(Annexure P-1) and all the consequential proceedings arising therefrom on the basis of compromise dated 16.10.2019(Annexure P-2).

The marriage between petitioner No.1 and respondent No.2 has already been dissolved under Section 13-B of the Hindu Marriage Act.

This Court vide order dated 22.10.2019 had directed the parties to appear before the Illaqa Magistrate/trial Court 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 Additional Chief Judicial Magistrate, SAS Nagar, Mohali and got their statements recorded. On the basis of the statements so recorded, learned Magistrate has submitted report dated 09.01.2020 to the effect that

the compromise appears to be genuine, voluntary and without any coercion

or undue influence.

Though no one is present on behalf of respondent No.2-complainant-Shehnaz Kaur in Court today, but no prejudice would be caused to her as she has already made a statement with regard to compromise before learned Magistrate on 29.11.2019. The same is reproduced as under:-

“Stated that the FIR No.115 dated 30.09.2017 under Section 406 and 498A of IPC, PS Phase 11, Mohali was got registered against accused Sandeep Singh, Charanjit Singh and Manwinder Kaur. Now, I have settled the matter with the above said accused persons. The compromise has been effected with the consent of both the parties and the same has been executed without any undue influence or pressure from any quarter with my free consent. I have received part payment of Rs.1.25 lakh through cheque No.015421 dated 29.11.2019 of Axis Bank today in the court and nothing is due towards accused persons as I have already received a sum of Rs.1.25 lakh from my husband Sandeep Singh at the time of first motion statement on dated 16.10.2019 in the mutual divorce under Section 13B of HMA before the court of Ms. Girish, ADJ, SAS Nagar (Mohali). Copy of my adhar card as proof of identity has also been placed on record. I have voluntarily entered into compromise. As per my knowledge no accused declared proclaimed offender in the present FIR and only three accused namely Sandeep Singh, Charanjit Singh and Manwinder Kaur are arrayed in the present FIR. In view of the compromise I have no objection if the aforesaid FIR be quashed against the said accused persons.”

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.115 dated 30.09.2017 under Sections 406, 498-A IPC, registered at Police Station Phase-XI, SAS Nagar, Mohali(Annexure P-1) and all the consequential proceedings arising therefrom are hereby quashed qua the petitioners on the basis of compromise dated 16.10.2019(Annexure P-2), subject to payment of costs of ₹5,000/- to be paid by the petitioners, within a period of one month from today with the Poor Patients' Welfare Fund of **Post Graduate Institute of Medical Education and Research, Chandigarh.**

February 20, 2020
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(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No