

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

CRM-M-45293 of 2019.

Decided on:- March 06, 2020.

Jaspal and another

.....Petitioners.

Versus

State of Haryana and another

.....Respondents.

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

Present:- Mr. Rajesh Gupta, Advocate
for the petitioners.

Mr. Pawan Kumar Jhanda, A.A.G., Haryana.

Ms. Sakshi Piwal, Advocate
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.25 dated 06.05.2016 under Sections 406, 498-A and 506 IPC registered at Women Police Station, Ambala, District Ambala (Annexure P-1) and all subsequent proceedings arising therefrom on the basis of compromise deed dated 26.07.2019 (Annexure P-2).

This Court vide order dated October 23, 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 petitioners and respondent No.2-complainant have appeared before learned Judicial Magistrate 1st Class, Ambala and got their statements recorded on 02.12.2019. On the basis of the statements so recorded by the parties, learned Magistrate has submitted report dated 09.12.2019 to the effect that the compromise is genuine, voluntary and without any coercion or undue influence.

The FIR in question has been recorded on the basis of statement of respondent No.2-complainant Beant Kaur. She along with her father Bagjit Singh has already made a joint statement before learned Magistrate in support of the compromise on 02.12.2019, which reads as under:

“We (complainant Baent Kaur and Bagjit Singh) state that the dispute arising out of aforesaid FIR No.25 dated 6.5.2016, under Sections 498-A, 406, 323 and 506 of IPC, Police Station Women, Ambala, has been compromised with the accused with the intervention of the respectable of the society and members of the family with a view to secure peaceful life for both the parties and in order to avoid any bad blood between the parties in future. Compromise has been arrived at with the consent of both the parties and without any undue influence and pressure from any side. Complainant shall remain bound by terms of the compromise. We have no objection, if the proceeding of the aforesaid criminal case may be quashed against the accused persons.”

Learned counsel for respondent No.2-complainant does not dispute the aforesaid fact.

Learned State counsel also does not dispute the factum of compromise between the parties. However, he has filed reply by way of an

affidavit of Sultan Singh, HPS, DSP, Hqs., Ambala on behalf of respondent No.1-State, which is taken on record.

In view of the above, 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.25 dated 06.05.2016 under Sections 406, 498-A and 506 IPC registered at Women Police Station, Ambala, District Ambala (Annexure P-1) and all consequential proceedings arising therefrom are quashed qua the petitioners on the basis of compromise deed dated 26.07.2019 (Annexure P-2), however, subject to payment of costs of Rs.5,000/- to the Government Medical College and Hospital, Sector-32, 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.

March 06, 2020
Yag Dutt

(HARI PAL VERMA)
JUDGE

Whether speaking/reasoned:	Yes
Whether Reportable:	No