

CRM-M-16835-2021

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

CRM-M-16835-2021

Date of decision: 22.04.2021

Harish

...Petitioner

Versus

State of Haryana and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE HARNARESH SINGH GILL

Present:- Mr. Kuldeep Sheoran, Advocate,
for the petitioner.

HARNARESH SINGH GILL, J. (ORAL)

Case is taken up for hearing through video conferencing.

This petition has been filed for quashing of FIR No.124 dated 01.10.2018, registered at Police Station Women Police Station Panipat, under Sections 323, 377, 406, 498-A and 506 IPC (Section 377 IPC deleted subsequently), and all the subsequent proceedings arising therefrom, on the basis of compromise dated 28.08.2020, arrived at between the parties during the mediation proceedings before the Hon'ble Supreme Court.

Learned counsel for the petitioner contends that the marriage between the petitioner and respondent No.2 was solemnized on 07.05.2017 and the couple resided together as husband and wife till 25.03.2018. There is no child from the said wedlock. However on account of some flared up misunderstanding, the present FIR was registered against the petitioner. During the pendency of proceedings before the Hon'ble Supreme Court, the matter was referred to the Mediation Centre, Hon'ble Supreme Court, on

CRM-M-16835-2021

20.05.2020. During the said proceedings, the parties had arrived at an amicable settlement. Thereafter, the Hon'ble Supreme Court, vide order dated 15.02.2021, disposed of the transfer petition in terms of the said settlement.

Notice of motion.

On the asking of this Court, Mr. Pardeep Prakash Chahar, DAG, Haryana, accepts notice on behalf of respondent No.1-State.

At this stage, Mr. Sanpreet Sandhu, Advocate, puts in an appearance on behalf of respondent No.2 and does not dispute the factum of the compromise arrived at between the parties before the Mediation Centre, Hon'ble Supreme Court.

I have heard the learned counsel for the parties.

The Mediator had held the conciliation proceedings and submitted a settlement/agreement dated 28.08.2020, the operative part of which reads as under:

“1. Both the parties Monika Sharma and Harish hereto confirm and declare that they have voluntarily and of their own free-will decided to live together as husband and wife and have arrived at this Settlement in the presence of the mediator, their respective counsels.

2. Both the parties Monika Sharma and Harish in view of their decision to live together harmoniously; have jointly taken decision that they will withdraw all cases filed by them against each other.

3. That the following cases filed by the parties are as under:-

I. Case Registration No.693/2019, under Section 125 Cr.P.C. Pending before the court of Sh. J.S. Sidhu Ld. PJFC, Panipat fixed for 07-09-2020.

CRM-M-16835-2021

- II. *Case Registration No. CRM 213/2019 Pending before the court of Sh. J.S. Sidhu Ld. PJFC, Panipat fixed for 07-09- 2020.*
- III. *Case Registration no. 224/2019 vides FIR No. 124/2018 U/s 323, 406, 498-A, 506 IPC, under the title of State Vs. Harish. Pending before the court of MS Pragati Rana Ld. JMIC, Panipat Fixed for 04-11-2020.*
- IV. *Case Registration no. 257/2018 titled as Monika vs. Harish in the court of MS Pragati Rana Ld. JMIC, Panipat Fixed for 28-08-2020.*
- V. *Case Registration no. CRR (F) 906-2019 titled as Monika Sharma Vs. Harish Pending before Honble High Court of Punjab & Haryana at Chandigarh.*
- VI. *Case Registration H.M.A No.1810/2018 titled as Harish vs. Monika Sharma Pending before Mrs. Bimla Kumari Ld. Principal Judge Family Court, North West, Distt. Rohini, Delhi.*
- 4. *That it has been mutually settled by both the parties:-*
 - a. *That there shall not be any third party interference in the matrimonial life of the petitioner and the respondent (from either side). Both the parties shall lead their matrimonial life separately at the allocated Govt. flat of the respondent (Harish) in Delhi. Both the parties, Petitioner (Monika Sharma) and Respondent (Harish Sharma) shall look into the best interests of each other and the Respondent (Harish) shall maintain the Petitioner (Monika Sharma) and help her in her educational pursuits financially for their comfortable future.*
 - b. *That both the parties herein agree that all the pending cases whether specifically mentioned or not between the parties & their family members herein*

CRM-M-16835-2021

shall be withdrawn and brought to closure as soon as possible and as per the situation of COVID-19 warrants after passing of the order by this Hon'ble Court in Transfer Petition. The parties and/or their family members, relatives or representatives undertake not to initiate any other litigation against each other in future also. The Petitioner/husband shall also withdraw Divorce Case Bearing No. 1810 of 2018 pending before PJFC. North West, Distt. Rohini, Delhi, under Section 13 of H.M.A. as soon as possible and as per the situation of COVID-19 warrants after passing of the order by this Hon'ble Court in Transfer Petition.

c. That in view of the settlement amongst the parties, the Petitioner/Monika Sharma will not pursue FIR No. 124/2018 u/s 323, 406, 498-A, 506 IPC P.S. Women Police Station Panipat against respondent/Harish Sharma. Both the Parties shall initiate steps for getting the FIR No. 124/2018 U/s 323, 406, 498- A, 506 IPC P.S. Women Police Station Panipat quashed on the basis of the compromise. The petitioner (Monika Sharma) will be bound to be present in person and record her statement for quashing the above said FIR before the competent Court of Law, as and when required.

d. Both the parties agree and undertake that they have settled all their disputes and grievances against each other and against their family members amicably and they shall not file any complaints, proceedings whether criminal or civil, if any against each other or their family members. Both the parties further undertake to withdraw the aforesaid matters or any other matter if any pending against each other anywhere.

5. By signing this Agreement, the parties hereto

CRM-M-16835-2021

solemnly state and affirm that they have no further claims or demands against each other and all the disputes and differences have been amicably settled by the parties hereto, through the process of Mediation.

6. *The parties undertake to abide by the terms and condition set out in the above, which have been arrived without any coercion, duress or collusion and undertake not to raise any dispute whatsoever henceforth and are bound by the aforesaid terms and conditions.*

7. *That the parties are accordingly signing this settlement agreement in presence of all named above, to authenticate their will to comply the same as agreed above.*

8. *Both the parties further agree that while carrying out the above said stipulations no party should take advantage of its own wrong.”*

From the perusal of the compromise, it is axiomatic that respondent No.2 has decided to get all the cases, including the impugned FIR, quashed. It is also settled between the parties that all the disputes and differences have been amicably settled by the parties through the process of Mediation. It appears that the compromise has been entered into between the parties to bury the hatchet enabling them to live with peace and harmony.

The Hon'ble Full Bench of this Court in case ***Kulwinder Singh vs. State of Punjab and another, 2007(3) RCR (Criminal) 1052*** and Hon'ble Division Bench of this Court in case ***Sube Singh and another vs. State of Haryana and another, 2013(4) RCR (Criminal) 102*** observed that compounding of offence can be allowed even after conviction, during

CRM-M-16835-2021

proceedings of the appeal against conviction pending in Sessions Court and in case of involving non-compoundable offence.

The Hon'ble Apex Court in the case of ***Gian Singh Versus State of Punjab and another. 2012(4) RCR (Criminal) 543*** has held as under:-

“57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. In what cases power to quash the criminal proceeding or complaint or F.I.R. may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and pre-dominatingly civil flavour stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry etc. or the family disputes where the wrong is basically private or personnel in nature and the parties have resolved their entire dispute. In this category of cases, High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote

CRM-M-16835-2021

and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

The same view has also been reiterated by Hon'ble the Apex Court in case ***Narinder Singh and others Vs. State of Punjab and another, 2014(2) RCR (Criminal) 482.***

Since the subject matter of this FIR is essentially matrimonial, which now stands mutually and amicably settled between the parties, therefore, continuance of the proceedings arising out of the FIR in question, would be an exercise in futility and is a fit case for this Court to exercise its inherent jurisdiction.

In the facts and circumstances of this case coupled with the fact that the compromise has been arrived at between the parties, this Court finds that the FIR in question warrants to be put to an end and proceedings emanating thereupon need to be quashed.

Accordingly, the present petition is allowed. FIR No.124 dated 01.10.2018, registered at Police Station Women Police Station Panipat, under Sections 323, 377, 406, 498-A and 506 IPC (Section 377 IPC deleted subsequently), and all the subsequent proceedings arising therefrom, are quashed qua the petitioner on the basis of the compromise

CRM-M-16835-2021

dated 28.08.2020, subject to him depositing the costs of Rs.10,000/- with the Poor Patients' Welfare Fund, Postgraduate Institute of Medical Education and Research (PGIMER), Chandigarh.

Needless to say that the parties shall remain bound by the terms of compromise and their statements made in the Court below.

22.04.2021

parveen kumar

(HARNARESH SINGH GILL)
JUDGE

Whether reasoned/speaking?

Yes/No

Whether reportable?

Yes/No