

CRM-M-24646-2021

Date of decision: 13.12.2021

MANINDER MAHIO AND ANR.

...PETITIONERS

VERSUS

STATE OF PUNJAB AND ANR.

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE VIVEK PURI

Present: Mr. Mikhail Kad, Advocate
for the petitioners.

Ms. Ruchika Sabherwal, AAG, Punjab.

Mr. Neeraj Yadav, Advocate for
Mr. Rahul Sharma, Advocate
for respondent No.2.

VIVEK PURI, J. (ORAL)

Petitioners have approached this Court by way of instant petition under Section 482 Cr.P.C. invoking its inherent jurisdiction for quashing of FIR No. 256 dated 28.08.2020, under Sections 498-A/406/420/120-B IPC, 1860, registered at Police Station City Sangrur, District Sangrur and all the consequential proceedings arising therefrom, on the basis of compromise.

On 06.07.2021, parties were directed to appear before the Trial Court/Illaq Magistrate and get their statements recorded with regard to the compromise arrived at between them.

The trial Court was directed to record the statements of all the concerned and send its report regarding genuineness and voluntary nature of the compromise.

In compliance of the order dated 06.07.2021, learned Judicial Magistrate 1st Class, Sangrur has recorded the statements of the parties and submitted its report dated 04.08.2021, the relevant para whereof reads as under:-

furtherance to order dated 06.07.2021 passed by the Hon'ble Punjab and Haryana High Court in petition titled as Maninder Mahio and another Versus State of Punjab and another; the parties were directed to appear before the trial Court/Illaq Magistrate on 02.08.2021 for getting their statements recorded. On 02.08.2021m accused/petitioner Maninder Mahio son of Janardan Mahio and Rupinder Mahio wife of Janardan Mahio and complainant Ruby Sharma wife of Maninder Mahio appeared in the Court with counsel and joint statement of accused persons/petitioners and statement of complainant were recorded. The parties were identified by the counsel. ASI Harnek Singh 1446/SGR appeared for recording of his statement on dated 04.08.2021 and his statement was recorded. After evaluating the statements of the parties, report on the enumerated aspects is submitted as under:

i. If the compromise is genuine.

Through their respective statements, the complainant and the accused persons stated that compromise has been entered voluntarily, without any pressure and coercion. The complainant Ruby Sharma before recording the statement shown doubt that the accused Maninder Mahio would not pay the remaining compromise amount if she withdraws the FIR No. 256 dated 28.08.2020 against the accused persons. The Court asked her whether she is willing to make the statement on the point of compromise. The complainant stated that she is willing to make the statement with regard to compromise as she entered into compromise with her free will but she wants to reserve her right to resume the proceedings against the accused persons in case the accused resiles from the compromise dated 26.05.2021 and the proceedings against the accused persons comply the terms of compromise dated 26.05.2021 and pay remaining compromise amount and give the second motion statement under Section 13-B HMA, pending at Family Courts, Sangrur, she will have no objection if the FIR is quashed. Therefore, the statement of complainant

was recorded accordingly. Both the parties were identified by the counsel. Therefore, from the statements of the parties, it is concluded that the compromise so effected between the parties is genuine, voluntary and without any coercion or undue influence.

ii. Whether any PO proceedings are pending against any of the party on or before date fixed. As per the statement of IO, no PO proceedings are pending against any of the accused persons. The arrest of accused Mandeep Joshi @ Mandeep Mahio is still pending and Look out Circular has been issued against her vide No. 515/CT-2 dated 24.02.2021 from the office of ADGP, Internal Security Punjab as accused resides abroad. No PO proceedings has yet been initiated against accused Mandeep Mahio. Report is submitted accordingly.”

Perusal of the report indicated that though the matter has been amicably settled but respondent No.2 was having apprehension that the petitioners may not back out from the compromise and evade the payment of Rs. 2,75,000/- which was to be paid to her at the time of recording the statements at the stage of second motion in the proceedings under Section 13-B of Hindu Marriage Act, 1955.

As per the compromise dated 26.05.2021 (Annexure P-2), the matter was amicably settled and petitioner No.1 was to pay a sum of Rs. 5,25,000/- to respondent No.2. Sum of Rs. 3,00,000/- has been paid at the stage of first motion in the proceedings under Section 13-B of Hindu Marriage Act, 1955.

On 02.09.2021, the report regarding compromise was received but the matter was adjourned as the petition was listed in the Court below for recording statements at the stage of second motion on 03.12.2021, in order to enable the petitioners to make full and final payment.

Learned counsel for the petitioners has placed on record the copies of

the statements of petitioner No.1 and respondent No.2 along with the copy of the judgment dated 10.12.2021 vide which a petition under Section 13-B of Hindu Marriage Act, 1955 for dissolution of marriage by mutual consent has been allowed.

The statement of respondent No.2 indicates that she has also received a sum of Rs. 3,00,000/- through RTGS and further received an amount of Rs. 2,75,000/- in cash from petitioner No.1 in the Court on 03.12.2021. She further stated that she has no objection if the FIR is quashed by this Court against petitioner No.1 and his family members. Even, the judgment dated 10.12.2021 indicates that respondent No.2 has received the full and final amount of Rs. 5,75,000/- which includes the amount of Rs. 2,75,000/- received by her at the time of recording second motion statement. It has also been observed that she has already received all her articles of dowry and does not has any claim with regard to past, present and future maintenance.

Learned counsel appearing on behalf of respondent No.2 has fairly conceded that the terms of settlement have been given effect and he has no objection if the FIR and the subsequent proceedings against the petitioners are quashed.

The matrimonial dispute has been amicably settled between the parties and a compromise has been effected between them.

After hearing the learned counsel for the parties and going through the record of the case, this Court is of the considered opinion that it is a fit case for exercising the inherent jurisdiction of this Court under Section 482 Cr.P.C., so as to secure the ends of justice because the parties have arrived at a settlement, out of the Court, by way of compromise. The compromise is without any pressure and a genuine one. In such a situation, continuation of the prosecution would result in

For the aforesaid view, this Court finds support from *Kulwinder Singh and others Vs. State of Punjab and another, 2007(3) RCR (Criminal) 1052*, upheld by Hon'ble Apex Court in *Gian Singh Vs. State of Punjab and others (2012) 10 SCC 303*.

Considering the peculiar facts and circumstances of the case noted above, coupled with the reasons aforementioned and to secure the ends of justice, FIR No. 256 dated 28.08.2020, under Sections 406/420/120-B IPC, 1860, registered at Police Station City Sangrur, District Sangrur and all the consequential proceedings arising therefrom, are ordered to be quashed, however, qua the petitioners only.

Resultantly, with the above-said observations made, the instant petition stands allowed.

13.12.2021
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(VIVEK PURI)
JUDGE

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No