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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-2084-2020 (O&M)
Date of Decision: 30.04.2024

Sanjeev Kumar Verma & others

.. Petitioners

Vs.

State of U.T. Chandigarh and others

..Respondents

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Jasbir Singh Dadwal, Advocate for the petitioners.
Mr. Sidakmeet Sandhu, Addl. P.P. U.T. Chandigarh.
None for respondents No.2 and 3.

...

SUMEET GOEL, J. (Oral)

1. The present petition has been filed under Section 482 of Code of Criminal Procedure, 1973 by the petitioner-husband and his relatives for quashing of FIR No.98 dated 17.10.2016 (Annexure P-1) registered for the offences punishable under Sections 406 and 498-A of IPC, 1860 as also all subsequent proceedings emanating therefrom at Police Station Women, U.T. Chandigarh which was got lodged by respondent Nos.2 and 3 on the basis of a compromise dated 05.12.2016 (Annexure P-2) entered into between the petitioner-husband and respondent-wife. The allegations in the FIR primarily relate to the allegations of harassment on account of dowry and *Istridhan* related criminal breach of trust.

The relevant part of compromise dated 05.12.2016 (copy whereof has been appended as Annexure P-2) reads as under:

“1. That both the parties have agreed to end their matrimony and file a mutual divorce petition under section 13-

B of Hindu Marriage Act before on or before 20.12.16 Shiv Kumar Verma is at present at Finland and the joint petition u/s 13-B of HMA will signed, deposed and appear by Sanjive Kumar Verma (father and attorney)

2. That in terms of the settlement, the second party namely Shiv Kumar shall pay Rs. 1,00,000/-/- (Rupees One Lacs Only) as full and final settlement amount towards past, present and future permanent alimony to the first party namely Smt. Preeti Verma in two installments, first installment of Rs. 50,000/- (Rupees Fifty Thousand Only) shall be paid by the second party i.e. Shiv Kumar at the time of the first statement after filing the mutual Divorce petition u/s 13-B of Hindu Marriage Act to Preeti Vema and second installment of Rs.50,000/- at the time of second/final statement. At the time of second motion first party shall also give three rings to first party i.e. Preeti Verma but in default of giving the rings by the first party in that eventuality first party also give Rs. 25,000/- in total.

3. That it is mutually agreed between the parties that the cases which were filed against each other or their family members will be withdrawn in any court of law or any authority etc at their own.

4. That It is further agreed the first party Preeti Verma has settled all her claims i.e. past, present and future maintenance as well as permanent alimony as well as value of the articles if any by executing the present compromise deed and nothing remains due or payable to her on account of past, present and future maintenance.

5. That Preeti Verma will complete assistance for quashment of the FIR No. 98 of 2016 and will appear before Hon'ble High Court and will execute a separate affidavit for that. Quashment of the FIR will be done only after the grant of divorce by mutual consent.

6. That the first party shall appear before Ld. Referral court on the dated for suffer their respective statement for withdraw the same. And Preeti Verma also appear before I.O in Women Cell Chandigarh and get their statements recorded in terms of the present settlement, on the other hand first also withdraw their compliant which was filed in Passport Office.

7. That both the parties undertake that they shall not indulge in any further litigation in this regard and shall not file any civil or criminal case in future against each other or against their family members.

8. That both the parties undertake to comply with the

conditions of the present compromise/settlement deed in letters and spirit. In case of default in compliance from any side of the parties to the settlement/compromise, the aggrieved party would be at liberty to approach competent Court for appropriate relief at the cost & expenses of the defaulting party.

9. That both the parties have settled the dispute out of their free will and without any undue pressure or coercion from any corner. The terms agreed in this Understanding shall be binding upon both the parties under all circumstances.”

2. Notice of motion of the instant petition was issued on 20.01.2020. The service was effected upon respondent Nos.2 and 3 but they have chosen to remain un-represented.

3. Learned counsel for the petitioners has argued that the entire dispute(s) between the petitioners and the aggrieved-wife was amicably settled & the petitioner-husband has fulfilled the entirety of requirements/conditions on his part as per the terms of the settlement dated 05.12.2016. Learned counsel for the petitioners has further argued that a decree of divorce (by way of mutual consent) has since been passed on 08.08.2017 by Id. Addl. District Judge, Chandigarh. Learned counsel for the petitioners has argued that the petitioner-husband has already given to the wife the amount settled towards full and final settlement. Learned counsel for the petitioners has further argued that, respondent Nos.2 and 3 are now intentionally not turning up to have their requisite statements recorded for quashing of the impugned FIR (as also proceedings emanating therefrom) in terms of a compromise entered into between the parties, only with a view to harass the petitioners as also to prolong the litigation. Thus, it has been argued that the FIR in question as also proceedings emanating therefrom deserve to be quashed.

4. Learned State counsel has not denied the factual aspect raised by learned counsel for the petitioners. Learned State counsel has further submitted that, as per his instructions, the compromise (Annexure P-2) was, in fact, entered into between the petitioners and the respondent-wife.

5. I have heard the learned counsel for the parties and have perused the record.

6. It would be apposite to refer herein to a judgment dated 29.04.2024 passed by this Court in '**Deepak Vs. State of Haryana and another**'; **Neutral Citation No.2024:PHHC:057546**, relevant whereof reads as under:

*“8. Though Section 498-A was brought into the IPC, by way of an amending act of 1983, with the salutary objective of curbing the evil of dowry, but judicial experience evinces that this provision along with Section 406 of IPC is being heavily misapplied by the complainant-wife to settle score(s) with her husband and his family members. This Court in the case of **Varun Sharma** (supra) has held that, it has been noticeable in several cases, that the wife tends to initiate criminal proceedings under Section 498-A of IPC against her husband as also his relatives, as a means of a ‘solution seeking redressal mechanism’ rather than actually seeking to criminally prosecute them. On numerous occasions an individual wail does not ensue due to a vengeful proclivity or anger, but owing to distressing disappointment endured by a discontented spouse (wife, in the present case), in securing a copacetic solution of the matrimonial discord. The predicament of such a discontented partner (wife) is exacerbated when she is mentally/emotionally enervated due to, inter alia, an acceptable solution not seemingly forthcoming, as a result resorting to actuating a torsion of criminal prosecution. Yet, the abovesaid cannot be stated to be true in all the cases. Nevertheless, the fact remains, that the above-said situation is true for a large volume of cases being preferred in the Court(s). Ergo, the Courts ought to be prudent and cautious in dealing with such cases and must take into consideration all the pragmatic realities while evaluating the matrimonial discord related criminal cases. The Courts cannot be oblivious to countenancing the pragmatic and realistic necessities of time. The High Court, while exercising inherent and intrinsic powers under Section 482 of Cr.P.C. of 1973; ought to countenance the tangible and concrete realities and cannot engirth itself in an ivory tower.*

8.1 *It has been observed, inveterately, that a wife after having entered into a willful and valid compromise/settlement with the accused-husband and/or his family members, tends to reap all the benefits thereof and, thereafter, does not step forward for undertaking the necessary steps towards having the FIR in question quashed. The Hon'ble Supreme Court in cases of **Ruchi Agarwal** (supra) and **Mohd. Shamim** (supra) have extensively dealt with such like situation(s) & has enunciated that once the wife has reaped the benefit, she sought without contest on the basis of terms of such a compromise, it can be readily and unequivocally deciphered that conduct of such a wife in adopting dilatory tactics is only aimed at causing harassment to the husband/his family members. It is a settled cannon of our jurisprudence that credibility in the functioning of the justice delivery system and the reasonable perception of the affected parties are, but of-course, relevant considerations to ensure the continuation of public confidence in the credibility as also majesty of our jurisprudential set-up. Needless to say that faith of people in the efficacy of law is; saviour and succour for the sustenance of the rule of law.*

8.2 *The essential question that next arises is as to whether the High Court, by way of exercising of powers under Section 482 of Cr.P.C., can quash such an FIR (as also proceedings arising therefrom) in such a situation as was before Hon'ble Supreme Court in cases of **Ruchi Agarwal** (supra) and **Mohd. Shamim** (supra). The nature, scope and ambit of powers of the High Court under Section 482 of Cr.P.C., 1973 have been copiously delineated in the case of **Talima** (supra). The essential postulate that emerges is that the High Court; in its inherent jurisdiction under Section 482 of Cr.P.C.; has unbridled, unfettered and plenary powers. The only restriction on exercise of such powers is self restraint. Further, the nature, mode and extent of exercise of such intrinsic powers by the High Court depend upon the judicial discretion required to be wielded by a High Court in the facts and circumstance of a given case.*

8.3 *The Hon'ble Supreme Court in the case of **Mahmood Ali** case (supra) has held that in case of vexatious or malicious proceedings, the High Court is saddled with a bounden duty to look into the attending circumstances as also can even go on to read between the lines, while considering a plea for quashing of an FIR (as also all proceedings arising therefrom). It is hence ineluctable that ends of justice are higher than ends of mere law though justice ought to be administered according to laws made by the legislature. Accordingly; the High Court in exercise of its inherent powers under Section 482 of Cr.P.C. of 1973; can even well "read between the lines" as also examine the "attending circumstances" in a case if its facts/circumstances so warrant.*

9. *As a sequel to above discussion, the following principles emerge:*

I.(i) In an FIR, arising from matrimonial related dispute, where the complainant/wife has reaped the benefits of a compromise/settlement & nothing more is required to be done by the accused-side/husband then such FIR (as also proceedings emanating therefrom) deserves to be quashed.

(ii) In a case of above kind; the complainant/wife may, but of-course, raise plea(s) that such compromise/settlement was a result of fraud/coercion/duress etc. However, such plea(s) ought to be substantiated by tangible material and merely bald assertion in that regard would not suffice. Furthermore, before allowing the wife to raise such a plea(s), the Court may also consider directing the complainant/wife to return the financial benefit(s) received in pursuance of such compromise/settlement.

II. In a case where the accused side/husband has undertaken some steps, in terms of as also in furtherance, of the compromise/settlement & such accused are willing to undertake all further/remaining act(s), as required in terms of such compromise/settlement; the High Court will be well within its jurisdiction, under Section 482 of Cr.P.C. of 1973, to favorably consider such quashing petition upon the further/remaining act(s) being so undertaken by the accused side/husband.

III. No comprehensive/exhaustive guidelines can possibly be laid down in this regard as every case has its own unique factual conceptus. Needless to state that the High Court may exercise its intrinsic powers under Section 482 of Cr.P.C. of 1973 as called for in the facts/circumstance of a particular case.”

7. As per the case pleaded by the petitioners; a compromise dated 05.12.2016 (Annexure P-2) was entered into between the petitioner-husband and respondent-wife. Acting upon the said settlement/compromise, the petitioner-husband has paid the requisite amount of money to the respondent-wife towards final settlement of all claims towards maintenance/permanent alimony etc. A judgment of divorce (by way of mutual consent) was also passed by the concerned Family Court.

8. A perusal of the settlement (Annexure P-2) dated 05.12.2016 also reflects that it was mutually agreed that the respondent-wife will suffer statement for cancellation of FIR in question. It is, accordingly, indubitable that respondent-wife has reaped all benefits from the compromise in

question & nothing further remains on behalf of the petitioner-husband.

Clause No.5 of the compromise dated 05.12.2016 entered into between the parties reads as under:

“5. That Preeti Verma will complete assistance for quashment of the FIR No. 98 of 2016 and will appear before Hon'ble High Court and will execute a separate affidavit for that. Quashment of the FIR will be done only after the grant of divorce by mutual consent.”

8.1 The above said factual matrix clearly reflects that the continuation of proceedings in the impugned FIR is nothing but sheer abuse of process of law and Courts. Nothing except harassment would be caused to the petitioners in case the proceedings in pursuance of the impugned FIR are permitted to continue. This Court, especially while exercising its inherent powers under Section 482 of Cr.P.C. of 1973, cannot be expected to turn Nelson's eye to the vexatious and virulent attempt(s) by unscrupulous elements in misusing the process of law in Courts. Hence, it would be expedient in the interest of justice that the impugned FIR (as also the proceedings emanating therefrom) are quashed.

8.2 Before parting with this judgment, it is pertinent to note that the conduct of respondent Nos.2 and 3 is inexplicable in terms of bona fide. Any attempt to misuse the process of law/Courts ought to be detested. The feeling of rancor or bitterness cannot be permitted to be genesis for procrastinating the culmination of legal proceedings especially when settlement/compromise has been arrived at between the rival parties. Abhorrence of such attempt(s) is pertinent. Ergo, the respondent Nos.2 and 3 deserve to be saddled with costs, which essentially ought to be in the nature of veritable real time costs.

Decision

9. In view of the above, it is directed as follows:

- (i) The impugned FIR No.98 dated 17.10.2016 (Annexure P-1) registered for the offences punishable under Sections 406 and 498-A of IPC, 1860 at Police Station Women, U.T. Chandigarh as also all proceedings emanating therefrom are quashed.
- (ii) The respondent Nos.2 and 3 are saddled with costs of Rs.20,000/- (each) which shall be deposited by them with Chief Judicial Magistrate (CJM), Chandigarh within four weeks from today. In case such costs is deposited; CJM, Chandigarh shall have the same remitted to State Legal Services Authority, Chandigarh. In case, the said costs is not deposited by respondent Nos. 2 and 3 as directed for; the CJM, Chandigarh is directed to intimate the Deputy Commissioner, Chandigarh who shall have such costs recovered from respondent Nos.2 and 3 as arrears of land revenue and upon realization thereof, the Deputy Commissioner, Chandigarh shall have the same submitted to CJM, Chandigarh, for further remittance thereof to State Legal Services Authority, Chandigarh. A compliance report be sent by CJM, Chandigarh as also Deputy Commissioner, Chandigarh to this Court accordingly.
- (iii) Registry is directed to transmit a copy of this judgment to respondent Nos2 and 3; CJM, Chandigarh as also Deputy Commissioner, Chandigarh for requisite compliance.
10. Pending application(s), if any, shall also stand disposed off.

30.04.2024

Jasmine Kaur

Whether speaking/reasoned

Whether reportable

(SUMEET GOEL)

JUDGE

Yes No

Yes No