



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

309

CRM-M-5126-2024

Date of decision: 11.09.2024

Arun Singh Pundir and others

....Petitioners

V/s

State of Haryana and another

....Respondents

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. G.S. Sandhu, Advocate for the petitioners.
Ms. Ankita Ahuja, AAG Haryana.
None for the respondent No.2.

SUMEET GOEL, J. (Oral)

1. The present third petition has been filed by the petitioners under Section 482 of Code of Criminal Procedure, 1973 for quashing of FIR No.1020 dated 20.08.2019 (Annexure P-1) registered for the offences punishable under Sections 323, 377, 406, 498-A and 506 of IPC at Police Station Jagadhri City, District Yamuna Nagar, which was got lodged by respondent No.2 (herein) along with all the consequential proceedings emanating therefrom including report dated 01.12.2023 under Section 173 of Cr.P.C. (Annexure P-12) as well as order dated 22.12.2023 (Annexure P-13) passed by ACJM, Jagadhri vide which the petitioners have been charge-sheeted, on the grounds that the continuation of above said proceedings will be an abuse of process of law and will lead to miscarriage of justice. The allegations in the FIR primarily relate to the allegations of harassment on account of dowry and *Istridhan* related criminal breach of trust.



2. The first petition (for quashing of the FIR in question) was dismissed as withdrawn vide order dated 25.08.2023 by a coordinate Bench of this Court, relevant whereof reads as under:

“5. However, the learned counsel for respondent No.2 submits that the petitioners have not honoured the terms and conditions of the compromise and have not given effect to the same. As such, respondent No.2 does not intend to settle the matter with them.

6. Faced with this situation, learned counsel for the petitioners seeks to withdraw the present petition with liberty to approach the Court afresh, in the event, any compromise is again effected and given complete effect at a subsequent stage.

7. Dismissed as withdrawn with liberty aforesaid.”

3. The second petition filed by the petitioner was also dismissed as withdrawn on 23.11.2023 by a coordinate Bench of this Court, relevant whereof reads as under:

“2. Learned counsel for the petitioners contend that the matter is still at the stage of investigation He seeks to withdraw the present petition at this stage with liberty to raise defence pleas before the Investigating Agency, in accordance with law.

3. Dismissed as withdrawn with the liberty aforesaid. “

Thereafter, the present petition i.e. the third petition has been preferred by the petitioners for quashing of the instant FIR in question.

4. Notice of motion of the instant petition was issued on 31.01.2024 whereupon the counsel for the respondent No.2 had entered appearance on 22.03.2024 and sought time to file reply. However, despite various opportunities granted by this Court, no reply has been filed on behalf of the respondent No.2. Today, respondent No.2 remains unrepresented.

5. Learned counsel for the petitioner has argued that the entire dispute(s) between the petitioner-husband and the respondent No.2-wife was

amicably settled & the petitioner-husband has fulfilled in entirety



requirement(s)/condition(s) on his part as per the terms of the agreement/compromise deed dated 24.08.2021. The relevant part of agreement/compromise deed dated 24.08.2021 entered into between the petitioners and respondent No.2 (copy whereof has been appended as Annexure P-2) reads as under:-

“2. That the parties under takes to sing, verify, file, appear and give their statements in the competent court during the first motion and second motion of the divorce petition to be filed by them u/s 13-B (1) & (2) of the Hindu Marriage Act, without any default.

3. That the first party shall pay a sum of Rs.11,00,000/- (Rupees Eleven Lacs only) to the second party. The aforesaid amount is towards the full and final settlement of all the claims, dues etc. of Second Party including their Instridhan, present, past and future maintenance and permanent alimony and henceforth the second party. Second party hereinafter shall not claim any amount from the first party or his family members [Hereinafter rerfered as third, fourth and fifth parties respectively), in any manner and in any account whatsoever.

4. That the said settled sum of Rs. 11,00,000/- (Eleven lacs only) shall be paid as under-

a) Rs.5,50,000/- Five Lac Fifty Thousand only) to be paid through demand draft [in the name of second party] at the time of recording of statement in First motion before the court.

b) Rs 5,50,000/- (Eleven lacs only) to be paid through demand draft [in the same of second party at the time of recording statement in Second motion before the court.

c) Both parties hereby agreed that they will file application for waving of mandatory period of six month in filing the second motion or recording of statement under second motion as per conveyance of the parties.

d) The second party shall also give affidavit of NOC for quashing of the FIR before the Hon'ble High Court of Punjab & Haryana at Chandigarh, at the time of second motion and further also undertakes to remain present in the court at the time of quashing before the Hon'ble High Court of Punjab and Haryana at Chandigarh if required so.

5. That it is also agreed that both the parties shall withdraw their respective litigations against each other and their family members within one months from the date of filing of first motion petition or at earliest as per conveyance of the parties but before filing the second motion or



recording the statement under second motion as mentioned hereinabove or any other litigation, if any, pending against each other.

6. That before recording the statement under second motion both parties will withdraw there respected cases mentioned hereinabove at serial No.01 & 02 in the above litigation table filed against each other. That in any eventuality, if any party renege from the present compromise deed, at any point of time, then, the cases, which already withdrawn shall be revived along with other legal recourses in addition.

7. That the first party shall prepare the petition for mutual divorce to be filed on behalf of first and second party and the second party will cooperate in filing the same and both the parties undertakes to make themselves present on the date of presentation on the case i.e. petition under Section 13(B) (1) (2) of the HMA. The petition for first motion-shall be filed within 07 days from 24-08-2021 August, 2021 i.e. date of signing of this MOU/compromise deed.

8. It is also agreed between the parties that quashing proceedings of FIR No. 1020, of Year 2019, Dated 20.08.2019, Under Section: 323, 377, 406, 498-A, 506 of IPC, registered at police station City, Jagadhri, shall be done within one month of filing of second motion petition or passing of divorce decree.”

It has been further submitted that the respondent No.2-wife has received from the petitioner-husband a total sum of Rs.11.00 lacs as full and final settlement amount. Learned counsel has further submitted that pursuant to the settlement having been arrived at between the parties, the petitioner No.1-husband has also communicated to the Income Tax Department that he does not want to pursue his complaint earlier made by him. Learned counsel has further submitted that a mutual consent divorce decree has also been passed by the Principal Judge, Family Court, Yamuna Nagar at Jagadhri on 04.03.2022. The relevant part of the order reads as under:-

“4. On 04.03.2022 i.e. today itself, both the petitioners again appeared in the court in person and suffered a joint statement adhering to their statement made at the stage of first-motion on 26.08.2021. It has been deposed that all the claims with regard to dowry articles such as istridhan, jewelry, clothes, utensils etc. between them have already been



settled amicably and out of the settled amount of 11 lacs, petitioner No (husband) has already paid an amount of ₹5,50,000/- to petitioner No.2 (wife) at the time of first motion statement through demand draft bearing no.000584 dated 23.08.2021. It has further been deposed that the remaining amount of Rs.5,50,000/- has been paid by petitioner No.1 to petitioner No.2 today through demand draft bearing no.000853 dated 28.02.2022 drawn on AU Small Finance Bank, Karnal. It has further been deposed that now, nothing remains due between them and petitioner No.2 shall not claim any kind of maintenance from petitioner No.1 in future. It has further been deposed that they have already withdrawn/dispose of af other litigations/complaints pending between them except one criminal FIR No.1020 dated 20.08.2019, under Section 498-A etc. of IPC, which shall be got disposed by them by way of statement in quashing proceedings/for cancellation. It has further been deposed that they shall be bound to appear in the said proceedings for necessary disposal of the same. The affidavits filed before the court alongwith all the documents duly appended during their joint statements further corroborates their stand. Petitioners have also categorically stated that they have made the statement voluntarily, without any undue pressure, coercion of undue influence from any side

5. From the statements made by both the petitioners twice before this court, it has been proved to the satisfaction of this court that the marriage between them has been broken and cannot subsist and its dissolution, as prayed, shall be in their welfare, Furthermore, this fact is also proved that the parties can not live together as husband and wife and they have decided to dissolve their marriage by way of mutual consent. Ergo, this court is satisfied that averments made in the petition are true and the petitioners have voluntarily given their consent to this petition without force, fraud or undue influence and there is no collusion.

6. Consequently, the petition is accepted and marriage dated 10.12.2017 solemnized according to Hindu rites and ceremonies at Karan Palace, Yamuna Nagar, is hereby dissolved, in view of mutual consent of the petitioners. All the claims regards to alimony in terms of compromise have been settled between them. None of the petitioners shall claim any share from any property in the ownership of each other or if any other property is acquired by any of them in future. Petitioners shall remain bound by their statements made on 26.08.2021 as well as on today. Petitioners are left to bear their own costs of litigation. Decree sheet be drawn, accordingly. File be consigned to the records after due compliance.”



Learned counsel has thus argued that, respondent No.2-wife is now intentionally not turning up before this Court to have her requisite statement recorded for quashing of the impugned FIR in terms of the settlement agreement/compromise deed entered into between the parties, only with a view to harass the petitioner as also to prolong the litigation. Thus, it has been argued that the FIR in question as also all proceedings emanating therefrom deserve to be quashed.

6. Learned State counsel has not denied the factual aspects raised by learned counsel for the petitioners. Learned State counsel has further submitted that, as per her instructions, the settlement agreement/compromise deed (Annexure P-2) was, infact, entered into between the petitioners and respondent No.2. Referring to reply dated 18.03.2024 by way of affidavit of Rajesh Kumar, HPS, Deputy Superintendent of Police, Yamuna Nagar-II, learned State counsel has further submitted that after the completion of the investigation on 01.12.2023, final report under Section 173 of Cr.P.C., 1973 (challan) was prepared and submitted before the competent Court of jurisdiction on 22.12.2023 whereinafter charges were framed against the petitioners. Out of 11 prosecution witnesses cited by the prosecution, none has been examined.

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

8. It would be apposite to refer herein to a judgment of this Court passed in **CRM-M-40359-2022** titled as **Deepak vs. State of Haryana and another**, decided on 29.04.2024; 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.”

9. As per the case pleaded by the petitioners, a settlement agreement/compromise deed dated 24.08.2021 was entered into between the petitioners and respondent No.2. Acting upon the said settlement/compromise, the respondent No.2-wife has received a sum of Rs.11.00 lacs (towards her entire maintenance/permanent alimony) from petitioner-husband and a decree of divorce (on account of mutual consent) has also since been passed by the concerned Family Court. It, accordingly, is indubitable that respondent No.2-wife has reaped all benefits from the compromise/settlement deed in question and a decree of divorce (by way of mutual consent) also stands passed.

9.1 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 petitioner 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.

9.2 Before parting with this judgment, it is pertinent to note that the conduct of respondent No.2-wife 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 No.2-wife deserves to be saddled with costs, which essentially ought to be in the nature of veritable real time costs.

Decision

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

(i) The impugned FIR No.1020 dated 20.08.2019 (Annexure P-1) registered for the offences punishable under Sections 323, 377, 406, 498-A and 506 of IPC at Police Station Jagadhri City, District Yamuna Nagar, which was got lodged by respondent No.2 (herein) along with all the consequential proceedings emanating therefrom including report dated 01.12.2023 under Section 173 of Cr.P.C. (Annexure P-12) as well as order dated 22.12.2023 (Annexure P-13) passed by ACJM, Jagadhri vide which the petitioners have been charge-sheeted are quashed.

(ii) The respondent No.2-wife is saddled with costs of Rs.1,00,000/- which shall be deposited by her with Chief Judicial Magistrate (CJM), Yamuna Nagar at Jagadhri within four weeks from today. In case such costs are deposited; CJM, Yamuna Nagar at Jagadhri shall have the same remitted to Haryana State Legal Services Authority, Panchkula. In



for; the CJM Yamuna Nagar at Jagadhri is directed to intimate the Deputy Commissioner, Yamuna Nagar at Jagadhri who shall have such costs recovered from respondent No.2-wife, by all lawful means including, as arrears of land revenue and upon realization thereof, the Deputy Commissioner, Yamuna Nagar at Jagadhri shall have the same submitted to CJM, Yamuna Nagar at Jagadhri, for further remittance thereof to Haryana State Legal Services Authority, Panchkula. A compliance report be sent by CJM, Yamuna Nagar at Jagadhri as also Deputy Commissioner, Yamuna Nagar at Jagadhri to this Court accordingly.

(iii) Registry is directed to transmit a copy of this judgment to respondent No.2-wife; CJM, Yamuna Nagar at Jagadhri as also Deputy Commissioner, Yamuna Nagar at Jagadhri for requisite compliance.

11. Pending application(s), if any, shall also stand disposed off.

(SUMEET GOEL)
JUDGE

September 11, 2024
Ajay

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