



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

287

CRM-M-8743-2024
Date of decision: September 30th, 2024

Ritu Chopra and others
.....Petitioners

Versus

State of Punjab and another
.....Respondents

CORAM: HON'BLE MRS. JUSTICE MANJARI NEHRU KAUL

Present: Mr. Harzinder Singh, Advocate
for the petitioners.

Mr. Shiva Khurmi, Assistant Advocate General, Punjab.

None for respondent No.2.

MANJARI NEHRU KAUL, J. (ORAL)

Prayer in the instant petition is for quashing of *Kalendra* (Case No.CHA-41/2017 dated 21.01.2017) in an application No.CR 883480 dated 29.01.2016 registered at Police Station Women District Ludhiana under Section 66 of the Punjab Police Act, 2007, along with all consequential proceedings arising therefrom on the basis of compromise dated 15.09.2022 (Annexure P-2).

2. Learned counsel for the petitioner submits that the parties have appeared before the trial Court in compliance of order dated 31.07.2024 passed by this Court and got recorded their respective statements.

3. Report has since been received from learned Judicial Magistrate Ist Class, Ludhiana, in the said regard. The statement of the

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complainant stands reproduced hereinunder:-

“Statement of Complainant namely, Surinder Kumar Kakkar S/o Krishan Lal Kakkar, R/o H. no. 2551/4, Street No. 6, Jammu Colony, Millerganj, Near Preci Palace, Ludhiana.

In compliance of order dated 31.07.2024 passed by Hon'ble Punjab & Haryana High Court in CRM-M-8743 of 2024, we record our statement:

Stated that Kalendra U/s 66, Punjab Police Act, 2007, Police Station Women, Ludhiana, was got registered by me against three accused persons namely, Ritu Chopra Dio Harshemsher Singh Chopra, Sukhdev Chopra wife of Harshemsher Singh Chopra and Harshemsher Singh Slo Harcharan Singh Chopra.

Now with the intervention of respectable persons of the society, I have amicably settled the dispute with accused persons, as per Compromise deed dated 15.09.2022, the copy of compromise deed is Ex. Cl. The contents of above said compromise may kindly be read as part and parcel to the present statement. This compromise is genuine, voluntary, out of free will and without any coercion or undue influence from any side. I have no objection, if the present Kalendra is quashed as per the above said Compromise deed dated 15.09.2022 Ex. Cl. I undertake to abide by the terms and conditions of Compromise deed dated 15.09.2022 Ex. Cl. I identify my signatures over the Compromise Deed Ex.Cl. I have brought my original Aadhar Card and copy of the same are Ex. C4.

RO & AC

NAVNEET KAUR, PCS
Judicial Magistrate Ist Class,
Ludhiana/07.09.2024”

4. The trial Court has annexed the copies of the statements of the parties, along with its report.



5. In view of the report of the learned Judicial Magistrate Ist Class, Ludhiana, and the principles laid down by Hon’ble the Apex Court in *Gian Singh Vs. State of Punjab and others (2012) 10 SCC 303*, and also by the Full Bench of this Court in *Kulwinder Singh and others Vs. State of Punjab and another, 2007(3) RCR (Criminal) 1052*, the instant petition is allowed. The aforesaid *Kalendra* and all consequential proceedings arising out of it, are quashed.
6. Needless to say the parties shall remain bound by the terms of compromise and their statements recorded before the Court below.

September 30th, 2024
Puneet

(MANJARI NEHRU KAUL)
JUDGE

Whether speaking/reasoned

:

Yes

Whether reportable

:

No