

Sr. No.309

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-11326-2021
Date of decision: 07th May, 2024

HARDEEP KUMAR AND ANOTHERPetitioners

versus

STATE OF PUNJAB AND ANOTHERRespondents

CORAM: HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN

Present: Mr. Ankur Bansal, Advocate
for the petitioners.

Mr. Davinder Bir Singh, Sr. DAG, Punjab.

Mr. Arpan Sabharwal, Advocate
for respondent No.2.

HARPREET KAUR JEEWAN, J. (ORAL)

[1] The present petition has been filed under Section 482 of the Code of Criminal Procedure, 1973 for quashing of FIR No.82 dated 24.05.2013, under Sections 406, 498-A, 323 IPC, 1860 (Sections 307 IPC deleted later on), registered at Police Station Adampur, District Jalandhar (Annexure P-1), on the basis of compromise deed (Annexure P-5), executed between the parties.

[2] On 08.02.2024, following order was passed by this Bench:-

“xxx xxx xxx xxx

Learned counsel for the petitioners inter alia contends that marriage between petitioner No.1 and respondent No.2 was solemnized on 17.06.2011. After their marriage, petitioner No.1 went to Italy. Thereafter, petitioner No.1 had come back to India on 20.02.2011 and he went back to Italy on 12.08.2011. After 12.08.2011, petitioner No.1 never came back to India. The present FIR was registered on 24.05.2013 at the instance of respondent No.2-wife, when petitioner No.1-husband was residing abroad. He submits that the matter stands compromised between the petitioner No.1-husband and respondent No.2-wife and their matrimonial dispute has

been resolved. Compromise deed dated 08.02.2021 (Annexure P-5) has been duly signed by both the parties. Both the parties have also filed a joint petition for divorce under Section 13-B of the Hindu Marriage Act, 1955 before Family Court, Jalandhar (Annexure P-6) on the basis of compromise and a decree of divorce has been subsequently granted by the Family Court, Jalandhar. He further submits that the petitioner No.1 is ready to appear before the Investigating Agency.

The order of declaring the petitioner No.1 as proclaimed person was passed in a mechanical manner without issuing notice to the petitioner No.1 at the address where he was residing.

Learned State counsel has informed that originally there were three accused in the present FIR. One of the accused-petitioner No.2-Satwinder Kaur mother-in-law of respondent No.2 has been acquitted by the trial Court and father in-law of respondent No.2-Harbans Lal has died during the trial.

Adjourned to 30.04.2024.

In the meanwhile, in view of the aforesaid circumstances, the petitioner No.1 is directed to appear before the Investigating Officer/trial Court within a period of one month and in the event of arrest, he shall be released on interim bail, to the satisfaction of the arresting officer/Area Magistrate, subject to furnishing bonds/surety, and also subject to the following conditions:

- (i) That the petitioner shall further make himself available for interrogation by a police officer as and when required.*
- (ii) That the petitioner shall not, directly or indirectly, make any inducement, threat or promise to any person acquainted with the facts of the case so as to dissuade him from disclosing such facts to the Court or to any police officer.*
- (iii) That the petitioner shall not leave India without the prior permission of the Trial Court/CJM concerned.*

xxx xxx xxx xxx”

[3] Learned counsel for the petitioners contends that the FIR was registered at the instance of respondent No.2-wife on account of a matrimonial

dispute *inter se* petitioner No.1 and respondent No.2. He further contends that petitioner No.1 has joined investigation and appeared before the trial Court in compliance of the order dated 08.02.2024, passed by this Court.

[4] Learned State counsel has confirmed the above-said fact.

[5] In view of the aforesaid facts and circumstances and in view of the reasons recorded in the order dated 08.02.2024, the present petition is allowed and impugned order dated 06.11.2013 is set aside.

[6] Challenge in the present petition is also to the registration of the FIR No.82 dated 24.05.2013 (Annexure P-1) and submission of the final report under Section 173 Cr.P.C. (Annexure P-2), on the basis of compromise deed (Annexure P-5).

[7] Learned counsel for the petitioners *inter alia* contends that as per the compromise deed (Annexure P-5), the matrimonial dispute *inter se* the parties stands settled. Even the issue regarding permanent alimony stands settled. Relevant portion of compromise deed (Annexure P-5) qua the settlement of permanent alimony reads as under:-

“xxx xxx xxx xxx

4. That it is agreed into between the parties to the compromise deed that Satwinder Kaur i.e. the party of the first part shall pay a sum of Rs. 12,80,000 (Rs. twelve lac eighty. thousand) in lump sum to Sunita Rani i.e. the party of the second part towards her full and final settlement towards all kinds of matrimonial claims including entire dowry articles, Istri Dhan, jewellery articles, present, past, future maintenance and permanent alimony and Sunita Rani the party of the second part has already received Rs. 6,40,000 (Rs. six lac forty thousand only) by way of Bank Demand Draft bearing No. 877657 dated 28/1/2021 of Rs. 6, 40,000 (Rs. six lac forty thousand only) drawn on Punjab and Sind Bank VPO Kathar, District Jalandhar from Satwinder Kaur the party of the first part

on dated 29/1/2021 and a separate compromise deed of dated 29/1/2021 has already been executed between the parties to the compromise deed.

xxx xxx xxx xxx”

[8] Learned counsel for the petitioners further contends that in terms of the said compromise, the entire payment has been encashed by respondent No.2 through various cheques as mentioned in the compromise deed (Annexure P-5) and decree of divorce has been passed by the Family Court, Jalandhar. Copies of the joint statement of parties recorded on first and second motion have been submitted in the Court, which are taken on record. Respondent No.2 does not want to pursue the FIR and she has no objection if the FIR is quashed.

[9] On 08.02.2024, the parties were directed to appear before the trial Court/Illaq Magistrate for recording of their statements regarding the compromise.

[10] As per the report dated 21.08.2023, received from the Additional Sessions Judge, Jalandhar, the compromise effected between the parties is genuine, voluntary and without any coercion or undue influence. The petitioners have not been declared as “Proclaimed Offender” and they are not involved in any other criminal case.

[11] Learned counsel appearing on behalf of respondent No.2 has confirmed the factum of compromise between the parties. He has further confirmed that one of the accused namely Satwinder Kaur/petitioner No.2 (mother-in-law of respondent No.2) has been acquitted by the trial Court.

[12] Learned State counsel has not raised any objection regarding the acceptance of the present petition. He has also confirmed regarding the death of accused Harbans Lal.

[13] Since it was a matrimonial dispute *inter se* the parties, which has now been amicably settled and the parties have decided to part way and give quietus to

the matter, as such, pursuing with the prosecution in the present FIR would not be in the interest of justice. Keeping in view the fact that the compromise between the parties is genuine and voluntarily made and in view of the ratio of the decision of Hon'ble Apex Court in Gian Singh Versus State of Punjab (SC) 2012 (4) RCR (Criminal) 543 and the decision of Hon'ble the Full Bench of this Court in Kulwinder Singh and others vs. State of Punjab and others 2007 (3) RCR (Criminal) 1052, the ends of justice would meet if the FIR and consequential proceedings are quashed by accepting the compromise between the parties.

[14] Consequently, the present petition is allowed and FIR No.82 dated 24.05.2013, under Sections 406, 498-A, 323 IPC, 1860 (Sections 307 IPC deleted later on), registered at Police Station Adampur, District Jalandhar (Annexure P-1) and all the subsequent proceedings emanating therefrom are ordered to be quashed, qua the petitioners.

[15] However, the respondent No.2 and the State shall be at liberty to seek cancellation of this order, in case the final terms and conditions of compromise deed (Annexure P-5) are violated.

[16] Pending miscellaneous application(s), if any, shall also stand disposed of.

(HARPREET KAUR JEEWAN)
JUDGE

07th May, 2024
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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No