

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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CRM-M-14232-2023

Date of decision: 30.04.2024

Rajesh Rani and another

....Petitioners

V/s

State of Punjab and another

....Respondents

CORAM: HON’BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Vipun Kumar, Advocate for the petitioners.
Mr. Anup Singh AAG Punjab.
None for respondent No.2.

SUMEET GOEL, J. (Oral)

1. The present petition has been filed under Section 482 of Code of Criminal Procedure, 1973 by the petitioners for quashing of FIR No.0001 dated 06.01.2023 (Annexure P-1) registered for the offences punishable under Sections 406, 498-A and 34 of IPC at Police Station Maqsudan, District Jalandhar Rural, which was got lodged by respondent No.2 (herein)-wife as also all subsequent proceedings emanating therefrom on the basis of mutual agreement/settlement dated 23.02.2023 entered into between the petitioner No.2-husband and respondent No.2-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/settlement deed dated 23.02.2023 entered into between the petitioner-husband and respondent No.2-wife (copy whereof has been appended as Annexure P-2) reads as under:-

“It is agreed between the parties that the First Party shall pay sum of Rs.3,50,000/- (Rs. Three Lacs, Fifty Thousand Only) as consolidated and full amount against all the claims of the Second party alongwith dues of her family members which exclude all dues of Istri Dhan including Gold ornaments and other articles including luggage which have been handed over by the first party to the second party as well as second party to the first party at the time of exchange of articles of either party lying with

other party as on today i.e. 23.02.2023, in the presence of respectable who are present in the mediation Center at Jalandhar, according to satisfaction of both the parties, as past, present and future maintenance, permanent alimony and all other claimed and unclaimed dues. After taking the aforesaid amount and other materialistic items, the second party shall be treated to have amicably settled all their disputes towards Stridhan, dowry Articles, permanent alimony and maintenance etc, and she is not claiming any amount against the same as she has collected all her belongings as on today and there is no claim in any manner now.

It is agreed between the parties, that the they would file a mutual divorce petition before the Family Court within one week of signing of the present Deed and shall appear before the court to make their statements before the Family Court. In addition the second party should raise no objection, if the first party granted arrest stay in FIR No.1/2023 registered U/s 406/498-A/34 IPC with PS Maqsudan, Jalandhar, for which Two bail Applications are pending in the Hon'ble Court of Sh. Tarn Taran Singh Bindra, ASJ, Jalandhar and is fixed for 24.02.2023. It is also agreed between both the parties that at the time of quashing of FIR no.1 of 2023 U/s 406/498-A/34 IPC registered with PS Maqsudan, Jalandhar on the complaint of second party, the second party should give her statement whenever and wherever required for quashing of said FIR.

That a sum of Rs.2,00,000/- (Rs. Two Lac Only) shall be paid by the first party to Second Party through Bank Transfer or by Demand Draft or to her before the filing of the First Motion for Divorce and requisite proof to file said Petition shall be attached along with the First Motion petition, which should be supplied by both the parties. The Balance amount of Rs.1,50,000/- (Rs. One Lac, Fifty Thousand Only) shall be paid to Second Party by the first party through same mode of payment i.e. Demand Draft or Bank Transfer in the name of second party, at the time of recording of statement before the Hon'ble Court in the proceedings of second motion.

It is agreed between the parties, that both the parties shall not file any suit petition or complaint etc. against each other and against the family members of each other in future and shall withdraw all the complaints, proceedings if filed anywhere before any authority in this regard whenever the same comes to the knowledge of the parties. In case any such proceedings are pending. the present Mutual Consent Compromise Deed shall be filed/placed on record there and the parties would appear if so required to make statement therein before the concerned Authority/Hon'ble Court of Law.

That both the parties hereby agreed that this Mutual Consent Compromise Deed is irrevocable and unquestionable and undertake that

this Mutual Consent Compromise Deed would inter alia be legal, valid, binding and enforceable and executable in all manners and none of the parties shall be at liberty to take advantage of any technical language or lacuna, if any, left in this deed, if the same are not explained hereinbefore.

And Whereas this Mutual Consent Compromise Deed has been executed between the parties with their mutual consent and free will without any pressure, force, coercion or undue influence from any side.

This Mutual Consent Compromise Deed is being made and executed in two original copies and both the parties shall be provided with one copy in original which shall be produced as and when required for proper execution of this Compromise Deed.”

2. Notice of motion of the instant petition was issued on 20.03.2023 whereupon the counsel for the respondent No.2 had entered appearance on 05.02.2024 and had admitted the factum of compromise/settlement (Annexure P-2) whereupon the order for recording of the statements by parties before the concerned Illaqa (Jurisdictional) Magistrate was passed. However, the respondent No.2 has been chosen to remain unrepresented after that.

3. In terms of the above-said order dated 05.02.2024 passed by this Court, a report has been received from the concerned Illaqa (Jurisdictional) Magistrate that the petitioners had duly appeared for making the requisite statement but respondent No.2 (herein)-wife did not turn up. It is further stated in this report that there is no other accused in the FIR in question other than the petitioners; the petitioners were not involved in any other FIR & the petitioners were not declared proclaimed offenders. The statement of the investigating officer of the FIR in hand was also recorded by the said Court to this effect. Thereafter, the matter was listed for hearing before this Court on 19.03.2024 and 30.04.2024 but respondent No.2 remained unrepresented.

4. Learned counsel for the petitioners 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 settlement/compromise deed dated 23.02.2023. It has been further submitted that the respondent No.2-wife has received from the petitioner-husband a total sum of Rs.3.50 lacs as full and final settlement amount. Learned counsel has further submitted that a mutual consent divorce decree has also been passed by the Principal Judge, Family Court, Jalandhar on 22.02.2024. Learned counsel has thus argued that, respondent No.2-wife is now intentionally not turning up to have her requisite statement recorded for quashing of the impugned FIR in terms of the compromise/settlement 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 all proceedings emanating therefrom deserve to be quashed.

5. 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 his instructions, the compromise/settlement (Annexure P-2) was, infact, entered into between the petitioner-husband and respondent No.2-wife.

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

7. 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."*

8. As per the case pleaded by the petitioners, a compromise deed/agreement dated 23.02.2023 was entered into between the petitioner-husband and respondent No.2-wife. Acting upon the said settlement/compromise, the respondent No.2-wife has received a sum of Rs.3.50 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.

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 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

9. In view of the above, it is directed as follows:
- (i) The impugned FIR No.0001 dated 06.01.2023 (Annexure P-1) registered for the offences punishable under Sections 406, 498-A and 34 of IPC at Police Station Maqsudan, District Jalandhar Rural as also all proceedings emanating therefrom are quashed.
- (ii) The respondent No.2-wife is saddled with costs of Rs.15,000/- which shall be deposited by her with Chief Judicial Magistrate (CJM), Jalandhar within four weeks from today. In case such costs are deposited; CJM, Jalandhar shall have the same remitted to Punjab State Legal Services Authority, Mohali. In case, the said costs are not deposited by respondent No.2-wife as directed for; the CJM, Jalandhar is directed to intimate the Deputy Commissioner, Jalandhar who shall have such costs recovered from respondent No.2-wife as arrears of land revenue and upon realization thereof, the Deputy Commissioner, Jalandhar shall have the same submitted to CJM, Jalandhar, for further remittance thereof to Punjab State Legal Services Authority, Mohali. A compliance report be sent by CJM, Jalandhar as also Deputy Commissioner, Jalandhar to this Court accordingly.
- (iii) Registry is directed to transmit a copy of this judgment to respondent No.2-wife; CJM, Jalandhar as also Deputy Commissioner, Jalandhar for requisite compliance.

(SUMEET GOEL)
JUDGE

April 30, 2024
Ajay

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