



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CRM-M-25456 of 2022
DATE OF DECISION: 01.08.2024

Lata Kapoor and anotherPetitioners

VERSUS

State of Punjab and anotherRespondents

CORAM HON’BLE MR. JUSTICE HARPREET SINGH BRAR

Present Mr. Charitr Kadyan, Advocate for
Mr.Vinod K.Kaushal, Advocate,
for the petitioners.

Mr.Rishabh Singla, AAG, Punjab.

None for respondent no.2.

HARPREET SINGH BRAR, J (ORAL)

1. Prayer in the present petition is for quashing of FIR No.77 dated 03.12.2018, under Sections 406 and 498-A IPC, registered at Police Station Women, District Police Commissionerate Amritsar (Annexure P-1) and all consequential proceedings arising therefrom.
2. On 22.08.2022, the following order was passed:-

“Petitioners are seeking to quash the FIR bearing No. 77 dated 03.12.2018, under Sections 406/498-A IPC, registered at Women Police Station, District Police Commissionerate Amritsar and all the consequential proceedings arising therefrom, on the basis of compromise.

Learned counsel for the petitioners contend that the marriage of petitioner No.2 and respondent No.2 was solemnized on 18.02.2017 and a female child has been born from the wedlock. During the pendency of the application for anticipatory bail, an amicable settlement has been effected between the parties. It was settled that petitioner No.2 shall pay a sum of ₹10,00,000/- on account of permanent alimony to respondent No.2 and the custody of minor child shall also remain with her. Subsequently, a petition under Section 13-B



*of Hindu Marriage Act for dissolution of marriage by mutual consent was instituted and the marriage between petitioner No.2 and respondent No.2 has been dissolved by a decree of divorce by mutual consent in terms of judgment and decree dated 24.02.2020 (Annexure P-6) passed by the Court of learned Additional Principal Judge, Family Court, Amritsar. Respondent No.2 had made a statement dated 24.02.2020 (Annexure P-2) in the proceedings under Section 13-B of Hindu Marriage Act, undertaking to make suitable statement in quashing of proceedings of the aforesaid FIR. He further contends that respondent No.2 has now backed out from the settlement and has refused to get the FIR quashed. Petitioner No.2 has performed all the obligations imposed upon him as per amicable settlement. He has relied upon **Ruchi Aggarwal Versus Amit Kumar Aggarwal 2004(4)R.C.R(Criminal)949(Supreme Court) and Criminal Miscellaneous No.4543 of 2017 titled as Krishan Singh and others Versus State of Punjab and another**, decided on 10.02.2020.*

Notice of motion, returnable for 13.10.2022.”

3. A petition under Section 13-B of the Hindu Marriage Act, 1955 between the petitioner no.2 and respondent no.2 was allowed and the terms of settlement were as follows:-

“3. As per terms of settlement, the petitioner no.2 has agreed to pay a sum of ₹.10.00 Lakh (₹ Ten Lakh Only) in three installments to the petitioner no.1 as permanent alimony and past, present and future maintenance of petitioner no.1 as well as minor female child Sonali Kapoor. Out of the above said amount, an amount of ₹3,50,000/- (₹. Three Lakh Fifty Thousand Only) will be paid by the petitioner no.2 to the petitioner no.1 within the period of ten days from the date of settlement in the mediation Centre of Hon'ble Punjab & Haryana High Court, Chandigarh, second installment of ₹3.00 Lakh (& Three Lakh Only) at the time of recording statements at first motion and last 3rd installment of ₹3.50 Lakh (& Three Lakh Fifty Thousand only) at the time of recording final statements. The petitioner No.1 has relinquished her rights to the movable and immovable properties of the petitioner No.2 and will also not claim any maintenance from him. It is accordingly prayed that in terms of the settlement between the parties, the marriage between them be dissolved by mutual consent.



4. *In their first statement the parties expressed their desire to end their relationship and petitioner no. stated that she had already received an amount of ₹3.50 Lakh (₹ Three Lakh Fifty Thousand Only) from the petitioner no.2 and she had also received a demand draft bearing no.250774 dated 18.07.2019 of ₹3.00 Lakh (₹ Three Lakhs only) from petitioner no.2.*

5. *Parties were given time to reconcile and the matter was. Adjourned.*

6. *Today, statements at the second motion of the parties have been recorded, wherein petitioner no.1 stated that daughter namely Sonali Kapoor shall remain in the care and custody of petitioner no.1. She also stated that she has received remaining amount of ₹3.50 Lakh (₹ Three Lakh Fifty Thousand Only) in the shape of bank draft bearing no.250849 dated 17.02.2020 from petitioner no.2 and now nothing is due by either of the petitioners from each other.”*

4. Learned counsel for the petitioner submits that as per the terms of Settlement, the petitioner no.2 had agreed to pay a sum of ₹10,00,000/- in three instalments to respondent no.2 as permanent alimony towards her past, present and future maintenance as well as for the minor female child. Out of the above said amount, an amount of ₹3,50,000/- was paid to respondent no.2 within 10 days from the date of Settlement which has been arrived at between the parties in the Mediation Centre of this Court and second instalment of ₹3,00,000/- was made at the time of recording of the settlement at the first motion before the Family Court and the remaining amount was to be paid at the time of making statement at the second motion.

5. Learned counsel for the petitioner relies upon the judgment dated 24.02.2020, passed by the learned Principal Judge, Family Court, Amritsar (Annexure P-6) and submits that while passing the judgment, the learned Family Court has duly recorded that respondent no.2 has received the entire amount as per the Settlement between the parties and thereafter, on the basis of the Settlement, the learned Family Court has passed the judgment and decree under Section 13-B of the Hindu Marriage Act, 1955 by dissolving the marriage between petitioner no.2 and respondent no.2 by



way of mutual consent. The petitioner has already acted upon the terms of Settlement and after taking benefit of the Settlement, the respondent no.2 has resiled from deposing in terms of the compromise for getting the FIR quashed on the basis of compromise.

6. Petitioner no.2 has performed all the obligations imposed upon him as per the amicable Settlement. As such, his case is squarely covered by the ratio of law laid down by the Apex Court in Ruchi Agarwal v. Amit Kumar Agarwal 2004(4) RCR (Crl.) 949.

7. Learned State counsel could not controvert the factual position and inspite of service, respondent no.2 has not put in appearance to contest the present petition.

8. In view of the ratio of law laid down in Ruchi Agarwal's case (supra) and judgment and decree of divorce dated 24.02.2020 (Annexure P-6), FIR No.77 dated 03.12.2018, under Sections 406 and 498-A IPC, registered at Police Station Women, District Police Commissionerate Amritsar (Annexure P-1) and all consequential proceedings arising therefrom are hereby quashed, qua the petitioners.

01.08.2024
mamta

(HARPREET SINGH BRAR)
JUDGE

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