

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

253

CRM -M-32121-2019 (O&M)
Date of decision: 18.04.2024

RAJENDRA SINGH KHANDUJA

...PETITIONER

V/s

STATE OF PUNJAB AND ANOTHER

...RESPONDENTS

CORAM: HON’BLE MR. JUSTICE SUMEET GOEL

Present: Ms. Bindu Goel, Advocate
for the petitioner.

Mr. Yuvraj Singh Tiwana, AAG, Punjab.

Ms. Kudrat Sareen, Advocate for
Mr. Sarju Puri, Advocate for respondent No.2.

SUMEET GOEL, J.

1. By way of present petition, the petitioner is seeking quashing of FIR No.86 dated 22.08.2014 under Sections 406, 498-A of IPC, registered at Police Station, Sadar, Shaheed Bhagat Singh Nagar Punjab and all consequential proceedings arising therefrom on the basis of compromise dated 23.04.2016 (Annexure P-4), which is stated to have been effected between the parties.

2 On 31.07.2023, the following order was passed:

*“This is a petition under Section 482 Code of Criminal Procedure, 1973 for quashing of FIR No.86 dated 22.08.2014 registered under Sections 406, 498-A of the Indian Penal Code, 1860 at Police Station Sadar, District Shaheed Bhagat Singh Nagar, Punjab and all subsequent proceedings arising out of the said FIR, on the basis of compromise dated 23.04.2016 (Annexure P-4).
Learned counsel for the petitioner would contend that the parties to the lis have since compromised the matter voluntarily and without any pressure or influence and now even a decree of divorce under Section 13-B of the Hindu Marriage Act, 1955 has been passed. Learned counsel for the petitioner has relied upon the judgment by the Hon’ble Supreme Court rendered in “Gian Singh V/s State of Punjab & Anr.” [2012 (10) SCC*

303] and the Larger Bench's judgment of this Court in "Kulwinder Singh & Ors. Vs. State of Punjab & Anr." [2007 (3) RCR (Criminal) 1052]. Learned counsel appearing on behalf of respondent Nos.2 states that though the parties have since compromised the matter, however, only one part of the compromise remains to be complied with i.e. payment of Rs.2,83,000/-, which is to be paid to respondent No.2 at the time of quashing the FIR. He, however, states that subject to compliance of the said condition he would have no objection to quashing of the present FIR. List on 22.09.2023.

Meanwhile, the petitioner and respondent No.2 shall appear before the concerned CJM/Illaq Magistrate/Trial Court on 16.08.2023, or on any other date convenient to the Court, for recording of their statements.

The CJM/Illaq Magistrate/Trial Court is directed to record statements of the parties to its satisfaction qua the genuineness of the compromise and that the same is not the result of any undue influence, coercion or pressure of any kind. A report, along-with the statements of the parties, on the following points be sent to this Court before the next date of hearing:

- 1) Whether the settlement/compromise dated 23.04.2016 has been freely entered into between the parties without any undue influence, coercion or pressure of any kind.
- 2) Whether any other criminal cases are pending against the parties.
- 3) Whether any proclamation proceedings are pending against either of the parties."

3. Pursuant to the aforesaid order, report dated 20.09.2023 from Judicial Magistrate, Ist Class, SBS Nagar, has been received, which is taken on record. As per the report, the Trial Court has recorded as follows:-

"In reference to subject cited above, it is submitted that vide order dated 31.07.2023 passed in CRM-M-32121-2019, by the Hon'ble Punjab & Haryana High Court, parties were directed to appear before trial court on 16.08.2023 or any other date to record their statements and thereafter report was sought regarding genuineness and correctness of the compromise that has been effected between the parties. The parties appeared before the trial court on 19.09.2023 and their statement was recorded. Complainant Balwant Kaur daughter of Tarsem Singh got recorded her statement that she has compromised the matter with accused Rajinder Singh Khanduja on 23.04.2016. As per said compromise the accused has to make payment of 2,83,000/- on the date of recording of statement of second notion in divorce petition pending between them. She further stated that she has no objection if the present FIR is quashed against the accused subject to payment of 2,83,000/- 3 by the accused to her before Hon'ble High Court on next date of hearing. The complainant was identified by her counsel. 12 Similarly, statement of accused Rajinder Singh Khanduja was recorded. He stated that a compromise has been effected with the complainant Balwant Kaur out of his free will and without any pressure and coercion. The compromise was effected on 23.04.2016, as per which the matter was settled in 7,00,000/- and only amount of 2,83,000/- remains to be paid by him. He undertook to pay the said amount on next date of hearing before Hon'ble High Court. He was identified by his counsel. From the statement of the complainant and accused, the court is satisfied that the compromise has been effected with their consent and without any pressure, threat or coercion. They have compromised the matter voluntarily and without any coercion or undue influence. As per the compromise effected between them, the payment of 2,83,000/- remains to be paid by the accused to the complainant which he undertook to pay on next date of hearing before the Hon'ble High Court.

Statements suffered by the parties are attached herewith for kind perusal of your goodself. Report is accordingly submitted to be presented in CRM-M-32121- 2019 pending for 22.09.2023 before the Hon'ble Punjab & Haryana High Court Chandigarh. Detailed report along with statement of the parties is being submitte herewith for your kind perusal.”

4. Learned counsel for respondent No.2 admits the factum of parties having compromised and states that he has no objection in case the FIR and all proceedings subsequent thereto against the petitioner are quashed.

5. Similarly, learned State counsel has stated that he has no objection in case the FIR is quashed based upon the compromise (Annexure P-4).

6. I have heard learned Counsel for the parties and have carefully gone through the records of the case.

7. This Court and the Hon'ble Apex Court has repeatedly dealt with the issue of exercise of jurisdiction under Section 482 of the Code to quash proceeding in non-compoundable offences in the cases of ***Gian Singh vs. State of Punjab and another, 2012(10) SCC 303, Kulwinder Singh & others vs. State of Punjab & another, 2007 (3) RCR (Criminal) 1052 and Ram Gopal and another vs. State of Madhya Pradesh, 2021(4) R.C.R. (Criminal) 322 (Criminal Appeal No.1489 of 2012 decided on 29th of September, 2021)***. The proposition of law that emerges from the aforesaid decisions rendered by the Hon'ble Apex Court and this Court is :

- (a) *Power u/s 482 Cr.P.C. vested with this Court is much wider and is unaffected by Section 320 of the Code.*
- (b) *However, wider the power greater the caution.*
- (c) *The underlining principle while exercising such power is that it can be invoked to quash the proceedings recognizing compromise between the parties in the matters which are overwhelmingly and predominantly of civil character like commercial transactions or arising out of matrimonial relationship or family disputes.*

- (d) *The said power is not to be exercised in the prosecutions involving heinous and serious offences of mental depravity or offences like murder, rape, dacoity etc. as such offences are not private in nature and have a serious impact on society.*
- (e) *Section 482 Cr.P.C. casts duty upon the High Court to advance interest of justice as well. It is in recognition of this duty casted upon the High Court, that Apex Court held that the High Court would not refuse to quash FIR under Section 307 merely because FIR finds mention thereof. High Court can assess nature of injuries sustained, whether such injuries inflicted on vital/delicate parts of the body/nature of weapons used etc.*
- (f) *Such exercise at the hands of High Court would be permissible only after the evidence is collected after investigation and chargesheet is filed/charges framed during the trial. Such exercise cannot be carried out while the matter is still under investigation.*
- (g) *While quashing FIR in non-compoundable offences even which are of private in nature, High Court is required to consider antecedents of the accused, conduct of the accused and whether he was absconding or whether he has managed the complainant to enter into a compromise.*

8. Thus, keeping in view the aforesaid facts and circumstances, this Court is of the considered opinion that it is a fit case to exercise jurisdiction vested u/s 482 Cr.P.C. to quash the FIR as :-

- (i) *Putting a quietus to the proceedings will bring peace and tranquility amongst parties & will accordingly further the cause of substantial justice.*
- (ii) *The offences alleged are primarily of private nature.*
- (iii) *The parties have compromised.*
- (iv) *As per the report received the compromise is said to be voluntary in its nature.*
- (v) *Complainant/victim is reported to have entered into compromise on his own volition*

9. Consequently, the petition is allowed. FIR No.86 dated 22.08.2014 under Sections 406, 498-A of IPC, registered at Police Station, Sadar, Shaheed Bhagat Singh Nagar Punjab and Proclamation Order dated

13.01.2016 (Annexure P-19) are hereby quashed on the basis of compromise dated 23.04.2016 (Annexure P-4), qua the petitioner.

10. A demand draft of Rs.2,83,000/- prepared in the name of respondent-Balwant Kaur has been furnished by learned counsel for the petitioner to learned counsel for respondent No.2 in the Court today. A photocopy thereof has been kept on record for future reference.

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

(SUMEET GOEL)
JUDGE

April 18, 2024
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No