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286 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-34181-2024 (O&M)
DATE OF DECISION : 17.09.2024

PREM KUMAR ALIAS SONU AND OTHERS ... PETITIONERS

V/S

STATE OF HARYANA AND ANOTHER ... RESPONDENTS

CORAM: HON'BLE MS. JUSTICE HARPREET KAUR JEEWAN

Present: Mr. Ankit Yadav, Advocate for the petitioner.

Mr. Ashok Kumar Sehrawat, DAG, Haryana.

Mr. Anil K. Sokal, Advocate for respondent No.2.

* * * *

HARPREET KAUR JEEWAN, J. (ORAL)

[1] The present petition has been filed under Section 482 Cr.P.C. for quashing of FIR No.108 dated 26.10.2020, under Sections 323, 34, 406, 498-A, 420, 506 IPC, 1860 (Section 420 IPC deleted later on), registered at Police Station Women, West Gurugram, District Gurugram (Annexure P-1), on the basis of Memorandum of Understanding (MOU) dated 12.03.2024 (Annexure P-2), executed between the parties.

[2] Learned counsel for the petitioners *inter alia* contends that the FIR has been registered at the instance of respondent No.2 (wife) due to matrimonial dispute. Now the matter stands compromised between the parties as per Memorandum of Understanding (MOU) (Annexure P-2). They are living separately since 17.06.2020 and there is no possibility of re-union between the parties.

[3] Learned counsel appearing on behalf of respondent No. 2 has



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confirmed the factum of compromise between the parties.

[4] On 19.07.2024, the parties were directed to appear before the trial Court/Illaq Magistrate for recording of their statements regarding the compromise.

[5] As per the report dated 13.08.2024, received from the learned Judicial Magistrate First Class, Gurugram, the compromise effected between the parties is genuine, voluntary and without any coercion or undue influence. The petitioner has not been declared as "Proclaimed Offender".

[6] Learned State counsel has not raised any objection regarding the acceptance of the present petition.

[7] The matrimonial dispute between the parties stands settled. As per Memorandum of Understanding (Annexure P-2), the petitioner had undertaken to pay a sum of Rs. 24 Lakhs towards maintenance of his wife and minor child. With regard to separation of the parties, there is following reference in the Memorandum of Understanding:-

"That the second party shall not challenge the exparte judgment dated 17.08.2022 passed in favour of the 1st party in case HMA No. 743/2020 titled Prem Kumar Vs. Seema at any point of time, and the 2nd party shall admit the divorce of decree."

[8] 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

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FIR and consequential proceedings are quashed by accepting the compromise between the parties.

[9] Consequently, this petition is allowed and FIR No. 108 dated 26.10.2020, under Sections 323, 34, 406, 498-A, 420, 506 IPC, 1860 (Section 420 IPC deleted later on), registered at Police Station Women, West Gurugram, District Gurugram and all the subsequent proceedings emanating therefrom are ordered to be quashed, qua the petitioners.

[10] However, respondent No.2 and the State shall be at liberty to seek cancellation of this order, in case the final terms and conditions of Memorandum of Understanding (MOU) dated 12.03.2024 are violated.

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

17.09.2024

Janki

**(HARPREET KAUR JEEWAN)
JUDGE**

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