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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-65318-2023 (O&M)
Date of Decision: 04.03.2024

SHAHBAAZ SINGH AND ORS

.. Petitioners

Vs.

STATE OF PUNJAB AND ANOTHER

..Respondents

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Ajai Pal Singh Brar, Advocate for the petitioners.
Mr. Yuvraj Singh Tiwana, Asstt. A.G., Punjab.
Mr. P.S. Khurana, Advocate for respondent No.2.

...

SUMEET GOEL, J. (Oral)

1. By way of present petition, the petitioners are seeking quashing of FIR No. 19 dated 05.05.2021 under Sections 406, 498-A, 120-B IPC, registered at Police Station NRI, SAS Nagar (Mohali) and all consequential proceedings arising therefrom on the basis of compromise/affidavit dated 13.10.2023 (Annexure P-2), which is stated to have been effected between the parties.

2 On 04.01.2024, the following order was passed:

“1. The petitioners are seeking to quash the FIR No. 19 dated 05.05.2021 under Sections 406, 498-A, 120-B IPC, registered at Police Station NRI, SAS Nagar (Mohali) on the basis of compromise.
2. Learned counsel for the petitioners contend that the marriage of petitioner No.1 was solemnized with respondent No.2 on 22.11.2019 but no child has been born from the wedlock. The matrimonial dispute has been amicably settled between the parties in terms of compromise (Annexure P-2). The petitioner No.1 and respondent No.2 have instituted a petition under Section 13-B of Hindu Marriage Act for dissolution of marriage by mutual consent in the Court of learned District Judge, Chandigarh wherein the statements of the parties at the stage of first motion have been recorded. The petitioner No.1

shall pay a sum of Rs.30,00,000/- to respondent No.2 on account of permanent alimony. A sum of Rs. 14.5 Lakhs has already been

paid. The balance amount of Rs. 7.5 Lakhs shall be paid when the statements of the parties is recorded at the stage of 2nd motion and another sum of Rs. 8 Lakhs shall be paid at the time of final hearing of the petition for quashing the FIR. Respondent No.2 has received all her articles of Istridhan and nothing else is due payable to her from the petitioners. The parties have also agreed to withdraw other pending cases between them.

3. Notice of motion.

4. Ms. Ruchika Sabherwal, DAG Punjab accepts notice on behalf of the State.

5. Mr. P.S.Khurana, Advocate has put appearance on behalf of respondent No.2 and has acknowledged the fact of compromise.

6. Accordingly, the private parties are directed to appear before the trial Court/Illaq Magistrate on 29.01.2024 or any other date, convenient to the Court for recording their statements with regard to compromise/settlement. Trial Court/Illaq Magistrate is directed to submit a report on or before the next date of hearing containing the following information:-

1. Number of persons arraigned as accused in FIR.

2. Whether any accused is proclaimed offender.

3. Whether the compromise is genuine, voluntary and without any coercion or undue influence.

4. Whether the accused persons are involved in any other case or not.

5. The trial Court is also directed to record the statement of the Investigating Officer as to how many victims/complainants are there in the FIR.

7. To await the report, adjourned to 28.02.2024.”

3. A demand draft bearing No.168063 dated 07.02.2024 for Rs.8,00,000/- has been handed over by learned counsel for the petitioners to learned counsel for respondent No.2. A photocopy thereof is taken on record for further reference.

4. Pursuant to the aforesaid order, report dated 17.02.2024 from Id. Civil Judge (Jr. Divn.)-cum-JMIC, SAS Nagar has been received, which is taken on record. As per the report, the Trial Court has recorded as follows:-

“...the statement of parties have been recorded and it is respectfully submitted as under.

1. It is evident from the statement of investigating Officer ASI Bachittar Singh that in the present case FIR, there

are necused persons namely Shahbaa Singh, Parminder Pal Singh and Sukhwinder Kaur. The FIR was registered on the complaint of complainant Yashveer Kaur Bhatti. There is only one complainant / victim in the present case. No accused has been declared as proclaimed offender in the present case as per record.

2. It is evident from the statement of accused as well as complainant that the compromise is genuine. voluntary, without any threat or coercion or undue Intluence.

3. In the present case, the case was fixed at stage for awaiting further orders from the Hon'ble Punjab & Haryana High Court, Chandigarh.”

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

6. Similarly, learned State counsel has stated no objection in case the FIR is quashed based upon the compromise (Annexure P-2).

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

8. This Court and 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 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 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.

9. 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.

10. Consequently, the petition is allowed. FIR No. 19 dated 05.05.2021 under Sections 406, 498-A, 120-B IPC, registered at Police Station NRI, SAS Nagar (Mohali) and all consequential proceedings arising

therefrom on the basis of compromise/affidavit dated 13.10.2023 (Annexure P-2), are, hereby, quashed qua the petitioners.

11. The parties to remain bound by the terms of the settlement entered into between them.
12. Pending application(s), if any, shall also stand disposed off.

04.03.2024

Jasmine Kaur

(SUMEET GOEL)

JUDGE

Whether speaking/reasoned	Yes	No
Whether reportable	Yes	No