

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

(242)

CRM-M-46493-2024 (O&M)

Date of Decision: 28.5.2025

Romy Surain and others

.....Petitioners

Versus

State of Haryana and another

.....Respondents

CORAM: HON'BLE MS. JUSTICE KIRTI SINGH

Present: Mr. Maneet Kaushik, Advocate for
Mr. Ashit Malik, Advocate
for the petitioners.

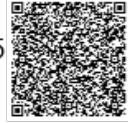
Mr. Brijesh Sharma, AAG, Haryana.

Ms. Anjali Bangar, Advocate
for respondent No. 2.

KIRTI SINGH, J. (ORAL)

1. The present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023, for quashing of FIR No. 636 dated 21.12.2019, under Sections 406, 498-A, 506, registered at Police Station Indri, District Karnal and all other consequential proceedings arising therefrom.

2. However, when the instant petition came up for hearing on 19.3.2025, learned counsels for both the parties made a submission that since there are chances of amicable settlement between the parties, therefore, the matter be referred to the Mediation and Conciliation Centre of this Court. As such, the matter was referred to the Mediation and Conciliation Centre of this Court and the case was adjourned to 22.4.2025 for awaiting report of the Mediation and Conciliation Centre.



3. Subsequently, the Mediation and Conciliation Centre vide its report dated 21.4.2025, reported that the parties have amicably settled their dispute.

4. When the instant petition came up for hearing on 22.4.2025, this Court had passed the hereinafter extracted order:-

“x x x x

2. *Vide order dated 19.03.2025, parties were directed to appear before the Mediation and Conciliation Centre of this Court to explore the possibilities of an amicable resolution to the dispute.*

3. *Vide report dated 21.04.2025 of the Mediator, the matter has been settled and the following conditions have been enumerated between the parties which are as below:-*

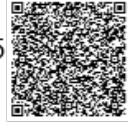
(a) *The parties have agreed that Romy Surain and Geeta Chahal will not be able to live as husband and wife and have decided to part ways by getting divorce in India from each other on the basis of mutual consent. It has been agreed that the parties i.e. Romy Surain and Geeta Chahal shall file a petition under Section 13B of Hindu Marriage Act before the competent Court of jurisdiction/Family Court, Indri, District Karnal within a month from today. Both the parties shall co-operate with each other for filing the petition under Section 13-B of HMA.*

(b) *It has been agreed between the parties that the first party shall pay a total amount of Rs.17,00,000/- (Rupees Seventeen Lacs only) to second party at Sr.No.2-Geeta Chahal through her father/attorney holder Subhash Chander (Second party at Sr.No.1) towards permanent alimony and maintenance (Past, present and future). The amount of Rs.17,00,000/- (Rupees Seventeen Lacs only) shall be full and final amount for present, past and future and no further claim of any sort shall be claimed by the second party on any account with respect to dowry articles, permanent alimony and maintenance (past as well as future) as well as with regard to any property of the first party.*

(c) *It has been further agreed between the parties that the total amount of Rs. 17,00,000/- (Rupees Seventeen Lacs only) will be paid by the first party to the second party in the following manner:-*



- (i) *An amount of Rs.5,00,000/- (Rupees Five Lacs only) will be paid by the first party to the second party in the form of demand draft on 22.04.2025 i.e. the date of hearing of the present matter before the Hon'ble High Court.*
- (ii) *An amount of Rs.2,50,000/- (Rs. Two Lacs and Fifty Thousand only) shall be paid by the first party to the second party by way of demand draft on the date of first motion statement in the petition under Section 13B of HMA before the competent Family Court at Indri, District Karnal.*
- (iii) *An amount of Rs.2,50,000/- (Rs. Two Lacs and Fifty Thousand only) shall be paid by the first party to the second party by way of demand draft on the date of second motion statement in the petition under Section 13B of HMA before the competent Family Court at Indri, District Karnal.*
- (iv) *An amount of Rs.3,50,000/- (Rs. Three Lacs and Fifty Thousand only) shall be paid by the first party to the second party way of demand draft at the time of first hearing of the quashing petition before the Hon'ble High Court in view of the present settlement/agreement.*
- (v) *An amount of Rs.3,50,000/- (Rs. Three Lacs and Fifty Thousand only) shall be paid by the first party to the second party by way of demand draft at the time of making statement in the quashing petition before the Competent Court in view of the present settlement/agreement.*
- (d) *It has been further agreed that the petition for the quashing of the above said FIR No.636 dated 21.12.2019 under Section 406, 498-A, 506 IPC, 1860, registered at Police Station Indri, District Karnal shall be filed by the first party and other co-accused, if any, before the Hon'ble High Court after filing of the petition under Section 13-B of HMA. It has been further agreed that the criminal case shall not be pursued by the complainant/second party. The complainant/second party further undertakes that they shall have no objection for the quashing of the above said FIR on the basis of this compromise and fulfilling of terms and conditions and they further undertake that they shall execute the affidavit and make statement in the Court for the quashing of the above said FIR as and when directed by the Hon'ble Court.*
- (e) *It has been agreed between the parties that neither of the parties shall have any objection for appearing the parties before the Competent Court of Law through Video Conference for making any statement before the Hon'ble Court.*
- (f) *It has been further agreed between both the parties that they shall withdraw their respective cases filed against the*



other party from the competent Court on the date of hearing of the case after recording of the statements of both the parties before the Ld. Family Court under Section 13B of the Hindu Marriage Act at Indri, District Karnal.

(g) It has been further agreed between both the parties that none of the parties will misuse the photographs of the other parties which are in the wedding album, pen-drives or lying in the personal phones for any ulterior motive.

4. Today, learned counsel for the petitioners has handed over a demand draft of Rs.5,00,000/- to the counsel for respondent No.2 as per the settlement/agreement. A photocopy of the same has been furnished by the learned counsel for the petitioners to this Court, which is taken on record as Annexure A-1.

5. In view of the above, the parties and the Investigating Officer are directed to appear before the Illaqa Magistrate/Trial Court on 03.05.2025 or on any day thereafter as fixed by the Trial Court, for getting their statements recorded with regard to the compromise. The Illaqa Magistrate/Trial Court shall submit a report on or before the next date of hearing specifying the following:-

- 1. The number of accused arraigned in the FIR and how many have appeared before it and have made statements and whether any accused is absconding/P.O. in the case;*
- 2. The name of the complainant and injured/aggrieved and whether all of them have appeared and made their statements in support of the compromise;*
- 3. The stage of trial/proceedings;*
- 4. If the compromise is genuine, voluntary and out of free will of the parties.*
- 5. Whether any other criminal case is pending against the accused.*
- 6. Report of the Illaqa Magistrate/Trial Court be awaited for 08.05.2025.”*

5. Pursuant to the aforesaid order, report dated 5.5.2025 was received from the Sub Divisional Judicial Magistrate, Indri disclosing therein that the statements of both the parties were recorded, who have stated that the matter has been settled between them and that the compromise effected between them is genuine, without any undue influence and coercion. However, since it was also reported in the said report, that



statement of petitioner No. 1 Romy Surain with regard to compromise could not be recorded, as he did not cause his appearance before the said Court.

Therefore, on 8.5.2025, this Court passed the hereinafter extracted order:-

“As per report dated 05.05.2025 received from the Sub Divisional Judicial Magistrate, Indri, statement of petitioner No. 1 could not be recorded as he did not appear before the Court.

Learned counsel for the petitioners submit that petitioner No. 1 is presently residing abroad, therefore, he requests that his statement may be recorded through video conferencing before the Illaqa Magistrate/trial Court.

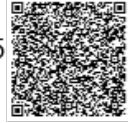
In view of the above submission, petitioner No. 1 is permitted to appear through video conferencing on 12.05.2025 subject to his identification by his counsel before the Illaqa Magistrate/trial Court. The Illaqa Magistrate/trial Court shall submit the report on or before the next date of hearing.

Report of the Area Magistrate/Trial Court be awaited for 28.05.2025.”

6. Pursuant to the aforesaid order, report dated 15.5.2025 has been received from the Sub Divisional Judicial Magistrate, Indri. A perusal of the said report reveals that the statement of the remaining accused i.e. petitioner No. 1 has been recorded through Video Conferencing. Moreover, the statement of the complainant has also been recorded wherein he has identify petitioner No. 1.

7. The Full Bench of this Court in ***Kulwinder Singh and others vs. State of Punjab, 2007 (3) RCR (Criminal) 1052***, held that the High Court has the power under Section 482 Cr.P.C. to allow the compounding of non-compoundable offence(s) and quash the proceedings where the High Court is of the view that the same was required to prevent the abuse of the process of law or otherwise to secure the ends of justice. This power of quashing is not confined to matrimonial disputes alone.

8. The Hon'ble Supreme Court of India in the case of ***Gian Singh***



vs. State of Punjab and another, 2012(4) RCR (Criminal) 543, had observed that in order to secure the ends of justice or to prevent the abuse of process of Court, inherent power can be used by this Court to quash criminal proceedings in which a compromise has been effected. The relevant portion of para 57 of the said judgment reads thus:-

“57. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code.

Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court.

xxx xxx xxx. ”

9. In view of the afore-referred judgments and after perusing the report of the trial Court regarding amicable settlement between the petitioner(s) and the complainant, this Court finds that quashing the FIR will accord a quietus to all disputes between the parties and it is in the interest of both sides to bury the hatchet and lead a peaceful life. Thus, no useful purpose would be served in continuing the proceedings and in order to secure the ends of justice, the criminal proceedings in the present case deserve to be quashed.

10. Resultantly, the present petition is allowed and FIR No. 636 dated 21.12.2019, under Sections 406, 498-A, 506, registered at Police Station Indri, District Karnal and all other consequential proceedings are quashed qua the petitioners on the basis of the compromise effected between the parties before the Mediation and Conciliation Centre of this Court, **subject to payment of Rs. 20,000/- to be deposited by the petitioners in**



the Poor Patient Welfare Fund, PGIMER, Chandigarh within a period of one month.

11. Pending miscellaneous application(s), if any, also stands disposed of.

(KIRTI SINGH)
JUDGE

May 28, 2025
Gurpreet Singh

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