



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

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**CRM-M-63883-2023 (O&M)
Date of decision: 05.05.2025**

Lalit Matta

....Petitioner

Versus

UT Chandigarh and others

....Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Nitesh Jhahria, Advocate
for the petitioner.

Mr. Manish Bansal, P.P., U.T., Chandigarh
with Ms. Diksha Sharma, Advocate
for respondent No.1.

Ms. Tanya Kanwer, Advocate
for Mr. J.S. Dadwal, Advocate
for respondents No.2 and 3.

HARPREET SINGH BRAR J. (Oral)

CRM-18293-2025

Prayer in the instant application filed under Section 528 of
BNSS, 2023 is for placing on record reply on behalf of respondents
No.2 and 3.

Allowed as prayed for subject to all just exceptions.

CRM-M-63883-2023 (O&M)

1. This petition has been filed under Section 482 of Cr.P.C.,
seeking quashing of FIR No.97 dated 22.09.2023 registered under
Sections 419, 420 and 120-B IPC at Police Station Cyber Crime,
Chandigarh, and all other consequential proceedings arising therefrom
in view of the settlement/affidavit dated 20.10.2023.



2. The following order was passed on 12.03.2025:-

“XX XX XX XX

Service is already complete.

On joint made by learned counsel for the parties, adjourned to 05.04.2025.

In the meanwhile, the parties are directed to appear before the learned trial Court/Illaqa Magistrate within one week from today or any other date convenient to the trial Court/Illaqa Magistrate, to get their statements recorded regarding compromise and after recording their statements, learned trial Court/Illaqa Magistrate is directed to send report regarding the genuineness of compromise and also to intimate whether any PO proceedings are pending against any of the party on or before the date fixed i.e. 05.04.2025.

A copy of the order be sent to learned trial Court/Illaqa Magistrate through fax for compliance.”

3. In compliance of the aforesaid order, a report has been received from the concerned jurisdictional Court that the compromise between the parties is not genuine and voluntary and the same has been arrived at between the parties with undue influence or pressure.

4. Learned counsel for the petitioner, inter alia, contends that there is a money dispute between the parties for the total amount of Rs.14,50,000/- and a compromise has already been effected between them (Annexure P-2) and in terms of the compromise, the entire amount, in question i.e. Rs.14,50,000/- was paid to respondent No.3 as discernible from settlement/affidavit of respondent No.3 (Annexure P-2, Colly.). Learned counsel for the petitioner has relied upon the



settlement/affidavit of respondent No.2 (Annexure P-2, Colly.) and submits that an amount of Rs.7,27,000/- has been paid to respondent No.2 and only after accepting the amount, in question, respondents No.2 and 3 have executed their affidavit(s) dated 20.10.2023, which are available on record as Annexure P-2, Colly. Further, the endorsement has been attached with regard to receipt of the amount, in question. As such, the whole amount in terms of the settlement has been paid to respondents No.2 and 3.

5. Learned counsel for the petitioner further contends that the petitioner has performed his part of the settlement, in terms of the settlement (Annexure P-2, Colly.) and respondents No.2 and 3 and have acted upon the same and accepted the amount, in dispute and did not raise any objection. The petitioner has approached this Court by filing the present petition seeking quashing of the FIR (supra) on the basis of the compromise and in spite of the directions issued by this Court, respondents No.2 and 3 have become greedy and started demanding interest, despite there being no such term and condition incorporated in the compromise/settlement (Annexure P-2, Colly.).

6. Learned State counsel appearing for respondent No.1 – U.T., Chandigarh submits that he has already gone through the settlement/affidavit(s) (Annexure P-2, Colly.) and there is no such term and condition with regard to payment of interest over and above the settled amount.



7. Learned counsel for respondents No.2 and 3, submits that oral assurance was given by the petitioner that he will pay interest on the amount, in question, however, she could not controvert the fact that respondents No.2 and 3 have received the entire amount in terms of the settlement/affidavit(s) (Annexure P-2, Colly.).

8. I have heard learned counsel for the parties and perused the record with their able assistance.

9. The parties have amicably resolved their dispute and the entire settled amount has been received by respondents No.2 and 3, as discernible from the settlement/affidavit(s) (Annexure P-2, Colly.). The petitioner has fulfilled his obligations under the compromise, and there is no clause for payment of interest in the written settlement/affidavit(s) (Annexure P-2, Colly.). The subsequent demand for interest is unsupported and contrary to the agreed terms.

10. A two Judge bench of the Hon'ble Supreme Court in ***Ruchi Agarwal vs. Amit Kumar Agarwal 2004(4) R.C.R(Criminal) 949***, speaking through Justice Umesh C. Banerjee, opined as follows:

“6. It is based on the said compromise the appellant obtained a divorce as desired by her under Section 13-B of the Hindu Marriage Act and in partial compliance of the terms of the compromise she withdrew the criminal case filed under Section 125 of the Criminal Procedure Code but for reasons better known to her she did not withdraw that complaint from which this appeal arises. That apart after the order of the High Court quashing the said complaint on the ground of territorial jurisdiction, she has



chosen to file this appeal. It is in this background, we will have to appreciate the merits of this appeal.

7. Learned counsel appearing for the appellant, however, contended that though the appellant had signed the compromise deed with the above-mentioned terms in it, the same was obtained by the respondent-husband and his family under threat and coercion and in fact she did not receive lump sum maintenance and her Stridhan properties, we find it extremely difficult to accept this argument in the background of the fact that pursuant to the compromise deed the respondent-husband has given her a consent divorce which she wanted thus had performed his part of the obligation under the compromise deed. Even the appellant partially performed her part of the obligations by withdrawing her criminal complaint filed under Section 125. It is true that she had made a complaint in writing to the Family Court where Section 125 Criminal Procedure Code proceedings were pending that the compromise deed was filed under coercion but she withdrew the same and gave a statement before the said court affirming the terms of the compromise which statement was recorded by the Family Court and the proceedings were dropped and a divorce was obtained. Therefore, we are of the opinion that the appellant having received the relief she wanted without contest on the basis of the terms of the compromise, we cannot now accept the argument of the learned counsel for the appellant. In our opinion, the conduct of the appellant indicates that the criminal complaint from which this appeal arises was filed by the wife only to harass the respondents.”



11. Further, a Co-ordinate Bench of this Court in *Krishan Singh and Others vs. State of Punjab and Another 2020(4) R.C.R. (Criminal) 327*, speaking through Justice Jaishree Thakur, made the following observations:

“7. The judgment as rendered in *Ruchi Agarwal (supra)* has subsequently been followed in *Mohd. Shamim vs. Smt. Nahid Begum, 2005 (1) RCR (Criminal) 697* and *Shlok Bhardwaj Vs. Runika Bhardwaj and others, 2015 (2) SCC 721*, wherein it has been held that after the matter has been settled between the parties the wife is estopped from continuing criminal proceedings. The judgment of *Mohd. Shamim vs. Smt. Nahid Begum(supra)* has subsequently been followed by this Court in '*Nirmal Sachdeva vs. State of Haryana and another, 2008 (27) RCR (Criminal)153*', '*Kamal Kishore and others vs. State of Punjab and another, 2006 (2) RCR (Criminal) 342*' , and '*Naveen and others vs. State of Haryana and another 2019 CrI. LJ 1004*' in CRM-M-17367-2018 decided on 06.12.2018 and '*Ram Lal and others Vs. State of Haryana and another, 2008(2) RCR (Criminal) 823*'. ” (emphasis added)

12. In view of the discussions made hereinabove, the present petition is allowed and FIR No.97 dated 22.09.2023 registered under Sections 419, 420 and 120-B IPC at Police Station Cyber Crime, Chandigarh and all other subsequent proceedings arising out of the same are quashed, qua the petitioner.

(HARPREET SINGH BRAR)
JUDGE

05.05.2025

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