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

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Date of decision: 13.02.2026

RAKESH SINGH AND OTHERS**.... PETITIONER(S)****VERSUS****STATE OF HARYANA AND ANOTHER****...RESPONDENT(S)****CORAM: HON'BLE MR. JUSTICE JASJIT SINGH BEDI**

Present: Mr. Akash Vashisht, Advocate and
Mr. Neeraj Goel, Advocate
for the petitioners.

Mr. Viney Phogat, DAG, Haryana.

Mr. Rajinder Goel, Advocate,
Mr. Navjot Singh, Advocate and
Ms. Anavi Parnami, Advocate
for respondent No.2.

(THROUGH VIDEO CONFERENCING)

JASJIT SINGH BEDI, J. (Oral)

The prayer in the present petition under Section 482 of Cr.P.C. is for quashing of FIR No.90 dated 10.03.2024 under Sections 323, 506, 34 IPC, registered at Police Station Model Town, District Rewari (Haryana), and all consequential proceedings including the final report under Section 173 Cr.P.C. (if any) arising thereof.

2. The learned counsel for the petitioner contends that petitioner No.1 was married to Chetna, daughter of the complainant-Ishwar. An FIR No.90 dated 10.03.2024 under Sections 323, 506, 34 IPC (Annexure P-1) was registered at the instance of the complainant-Ishwar (hereinafter known

as respondent No.2) against the petitioners. Petitioner No.1 also instituted



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proceedings under Section 13 of the Hindu Marriage Act seeking a decree of divorce. During the course of the said proceedings, the first motion statement of Doctor Chetna, daughter of the complainant and wife of petitioner No.1-Rakesh Singh, was recorded, wherein she agreed to accept an amount of Rs.54,00,000/- and stated that her father would have no objection if FIR No.90 dated 10.03.2024 is cancelled by the Police or quashed by this Court. The said statement was duly signed by respondent No.2. A similar statement was made by Doctor Chetna at the time of second motion, which statement was once again signed by respondent No.2. In addition, the respondent No.2 executed an affidavit and also signed a compromise deed (Annexure P-6 and P-7). Despite having received Rs.54,00,000/- under the terms of the settlement and the divorce having been granted, on being approached to get quashed the instant FIR, the complainant refused to do so. He prays that in view of the judgment rendered in “***Ruchi Aggarwal versus Amit Kumar Aggarwal***”, ***SLP (Crl.) No.3769 of 2003***, the present FIR and all consequential proceedings be quashed.

3. The learned counsel for respondent No.2 has filed an affidavit dated 12.02.2026 in Court today, which is taken on record. As per the affidavit, the complainant has stated that he had signed on the affidavit and compromise under pressure and coercion. The petitioners had threatened him and his family on various occasions, and therefore, he prays that the instant FIR be not quashed. However, there is no denial that Dr. Chetna has received Rs.54,00,000/- as per the compromise and the allegations of threats etc. pertain to the period prior to the compromise.



4. I have heard learned counsel for the parties.
5. In *Ruchi Aggarwal* (supra), the Hon'ble Supreme Court held as under:-

“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.



8. In view of the above said subsequent events and the conduct of the appellant, it would be an abuse of the process of the court if the criminal proceedings from which this appeal arises is allowed to continue. Therefore, we are of the considered opinion to do complete justice, we should while dismissing this appeal also quash proceedings arising from the Criminal Case No. Cr. No. 224/2003 registered in Police Station, Bilaspur, (Distt. Rampur) filed under sections 498A, 323 and 506 Indian Penal Code and under Sections 3 and 4 of the Dowry Prohibition Act against the respondents herein. It is ordered accordingly. The appeal is disposed of.”

(Emphasis supplied)

6. Coming back to the facts of the instant case, it is apparent that on account of a matrimonial dispute between petitioner No.1 and Doctor Chetna, daughter of the complainant, the impugned FIR came to be registered. Proceedings for divorce were initiated by the petitioner No.1. In the said proceedings, a compromise was arrived at. Additionally, an affidavit and a compromise deed were separately executed with regard to the present FIR. The daughter of respondent No.2, Chetna has received a sum of Rs.54,00,000/- under the terms of the compromise and a decree of divorce has been granted. However, with a view to wreak vengeance on the petitioners, respondent No.2, the father of Dr. Chetna is not coming forth to support the petitioners in the quashing of the FIR.

7. In terms of the judgment in *Ruchi Aggarwal's* case (supra), this Court can quash the FIR in circumstances where the complainant/aggrieved



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person has received benefit under the terms of a settlement but later backs out from the same.

8. In view of the above discussion, FIR No.90 dated 10.03.2024 under Sections 323, 506, 34 IPC, registered at Police Station Model Town, District Rewari (Haryana), and all consequential proceedings arising therefrom, stands quashed.

9. All the pending miscellaneous applications, if any, stand disposed of.

(JASJIT SINGH BEDI)
JUDGE

13.02.2026

Kusum

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No