

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

240-1

CRM-M-36109-2018

Date of decision:31.03.2022

Akhil Aggarwal and others

... Petitioners

Vs.

The State of Punjab and another

... Respondents

**CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL**

Present: Mr. Prateek Gupta, Advocate  
for the petitioners.

Mr. Prabhjot Singh Walia, AAG, Punjab.

Mr. Rahul Soi, Advocate for  
Mr. M.S. Berry, Advocate for respondent No.2.

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**SUVIR SEHGAL J. (ORAL)**

Instant petition has been filed under Section 482 of the Code of Criminal Procedure, 1973 (for short “the Code”) for quashing of FIR No.127 dated 26.09.2016 registered for offences under Sections 406/498-A of IPC, 1860, at Police Station Women Cell, Jalandhar, Annexure P-1, along with all consequential proceedings arising therefrom; order dated 23.02.2018, Annexure P-3, framing of charge against the petitioner and charge-sheet dated 23.02.2018, Annexure P-4, on the basis of compromise dated 23.07.2018, Annexure P-5, arrived at between the parties.

Counsel for the petitioners submits that petitioner No.1 is the husband and petitioners No.2 and 3 are in-laws of the complainant/respondent No.2. Counsel submits that the marriage of petitioner No.1 was solemnized with complainant/respondent No.2 on 02.05.2015 at Chandigarh, the parties cohabited together at New Delhi and there is no issue out of the wedlock. He submits that due to temperamental differences, the parties could not pull along,

a marital dispute arose and FIR, Annexure P-1, was lodged by the complainant/respondent No.2. Counsel submits that the dispute between the parties was settled by virtue of compromise dated 23.07.2018, Annexure P-5, whereunder it was agreed that the marriage will be dissolved by way of a decree of divorce under Section 13-B of the Marriage Act, 1955 and the petitioners agreed to pay a sum of Rs.50 lacs by way of permanent alimony. Counsel submits that during the pendency of the instant petition, a dispute arose over the quantum of permanent alimony and the parties were referred to the Mediation and Conciliation Centre of this Court, where a fresh settlement was arrived at on 17.09.2019, Annexure A-2, whereunder it was agreed that an additional amount of Rs.25 lacs will be paid to the complainant/respondent No.2 in two installments of Rs.12.50 lacs each. Still further, counsel submits that marriage has been dissolved by mutual consent vide judgment and decree dated 10.07.2020, Annexure A-1, passed under Section 13-B of the Hindu Marriage Act, 1955, by Family Court, Jalandhar, and payment of permanent alimony of Rs.50 lacs has been made. Counsel submits that pursuant to the order passed by this Court, the parties have appeared before the trial court and their statements have been recorded in support of the compromise. Counsel has handed over a Demand Draft bearing No.004185 drawn on HDFC Bank to counsel representing the complainant/respondent No.2, during the course of hearing. A photocopy of the Demand Draft is taken on record.

Upon instructions from ASI Mangat Singh, State counsel submits that investigation has been completed, final report has been presented under Section 173 of the Code, charge has been framed, but only 01 out of 17 prosecution witnesses has been examined.

Counsel representing the complainant/respondent No.2 while accepting the Draft of Rs.12.50 lacs submits that he does not have any objection, in case the FIR is quashed.

Heard counsel for the parties.

Vide order dated 21.08.2018, this Court directed the parties to appear before the trial court to get their statements recorded regarding the compromise and a report was called for regarding the genuineness and voluntary nature of the compromise. Report has been received and its relevant extract is as under:-

*“It is respectfully submitted that FIR No.127 dated 26/09/2019 under Sections 406/498-A IPC, Police Station Women Cell, Jalandhar was registered on the statement of complainant Sanya Gupta against accused Akhil Aggarwal, Raj Kumar Aggarwal and Samita Aggarwal. Keeping in view all aspects and statement of the complainant Sanya Gupta recorded through video conferencing, in presence of her mother Smt. Anju Gupta and other parties, I am of the considered view that compromise effected between the parties is genuine, voluntary and without any coercion or undue influence.”*

Supreme Court in ***Narinder Singh Versus State of Punjab (2014) 6 SCC 466*** and ***Gian Singh Versus State of Punjab and another, 2012(4) RCR (Criminal) 543*** has held that the High Court has wide power under Section 482 of the Code to quash an FIR or complaint having predominantly civil flavour or involving matrimonial offences and family disputes wherein the wrong is basically private or personal in nature and the parties have resolved their entire dispute.

In ***Parbatbhai Aahir alias Parbatbhai Bhimsinghbhai Karmur and others Versus State of Gujrat and another (2017) 9 SCC 641***, Supreme Court has held that inherent power of the High Court is of wide plenitude, with no statutory limitation, but it has to exercise the power to secure the ends of justice or to prevent the abuse of process of any Court. The decision as to whether an FIR should be quashed on the basis of settlement, revolves ultimately on the facts and circumstances of each case.

Adverting to the facts of the present case, it is evident that FIR, Annexure P-1, is a fallout of marital discord, which has been settled, marriage has been dissolved by mutual consent and the parties have decided to give an end to the dis-harmony. In these circumstances, this Court is of the view that prolonging of criminal proceedings would be futile and to secure the ends of justice, they deserve to be set aside.

Accordingly, the petition is allowed. FIR No.127 dated 26.09.2016 under Sections 406/498-A of IPC, 1860, registered at Police Station Women Cell, Jalandhar, Annexure P-1, and all the consequent proceedings arising therefrom, are quashed qua petitioners.

31.03.2022

(SUVIR SEHGAL)

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JUDGE

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No