
(2020) 10 P&H CK 0010

In the Punjab And Haryana At Chandigarh

Case No : Criminal Miscellaneous Petition (M) No. 30701 Of 2020

Rahul Goyal And Others

APPELLANT

Vs

Ut Chandigarh And Another

RESPONDENT

Date of Decision : 01-10-2020

Acts Referred:

Code Of Criminal Procedure, 1973 — Section 125, 320, 482
Indian Penal Code, 1860 — Section 406, 498A
Hindu Marriage Act, 1955 — Section 13B

Citation : (2020) 10 P&H CK 0010

Hon'ble Judges : B.S. Walia, J

Bench : Single Bench

Advocate : Naveen Kumar

Final Decision : Disposed Of

Judgement

B.S. Walia, J

1. Case is being taken up for hearing through Video Conferencing due to the outbreak of pandemic Covid-19.

2. Prayer in the petition under Section 482 Cr.P.C. is for quashing of FIR No.6 dated 01.01.2019, registered under Section 406, 498-A IPC, 1860, at Women Police Station, Sector-17, Chandigarh along with all subsequent proceedings, on the basis of compromise Annexure P/2 dated 14.09.2020.

3. Notice of motion.

4. Mr. Rajiv Vij, Addl. PP for UT Chandigarh, accepts notice on behalf of respondent No.1, while Mr. Tarun Kumar, Advocate, puts in appearance on behalf of respondent No.2.

5. Brief facts of the case are that petitioner No.1 was married to respondent No.2 on 23.08.2013. Petitioner Nos.2 and 3 are father-in-law and mother-in-law of respondent No.2. FIR No.6 dated 01.01.2019, was registered by respondent No.2

against the petitioners on the allegations of her having been subjected to cruelty and criminal breach of trust pertaining to her istridhan. Learned counsel contends that with the intervention of respectable members of society besides family members of both sides, dispute amongst the parties has been amicably resolved, vide Annexure P/2 dated 14.09.2020, and the parties have already filed a petition U/s 13-B of Hindu Marriage Act, 1955, for divorce by way of mutual consent and the said petition is pending before the Court of Ms. Manish Jain, Addl. District Judge, Chandigarh. Relevant terms and conditions of the compromise between the parties are reproduced as under:-

1. xxx xxx

2. "That on account of differences in their temperaments, habits, thoughts etc., it has become impossible to live and stay together and there is no chance of their staying together as wife and husband. The marriage between Rahul Goyal and Preeti has broken irretrievably for all intents and purposes. Due to temperamental difference and some misunderstanding between both the parties, the relations between the petitioners got strained; resultantly, the parties started to live separately. Now, after the intervention and help of respectable members of the family and friends, matter has been settled amicably with their free will and consent, without any pressure on the following terms and conditions:-

a. That both parties have agreed to withdraw all cases/complaints pending against each other before the concerned court and authorities. Both parties have also agreed to get FIR No.6 dated 01.01.2019, U/s 406, 498-A P.S. Women Police Station, Sector-17, Chandigarh, quashed on account of the amiable settlement recorded in this settlement deed.

However, the second party shall be at liberty to claim all gold, silver jewellery including dowry articles currently in police custody n FIR No.6 dated 01.01.2019, U/s 406, 498-A P.S. Women Police Station, Sector-17, Chandigarh and both parties forego their claims pertaining to any dowry article, jewellery etc. if it remains in the custody of other party. The second party shall also forego her maintenance claim under Hindu Marriage Act, 1955, Protection of Women from Domestic Violence Act, 2005 and Section 125 Cr.P.C. against the first party.

b. That it has been decided that both Rahul Goyal and Preeti will file joint petition under Section 13-B of the Hindu Marriage Act for grant of mutual decree of divorce for the dissolution of their marriage. More so, the second party will not claim any right or title in any movable or immovable assets of first party or their family members after finalization of the mutual divorce petition U/s 13-B of the Hindu Marriage Act. First party shall foregoes her claim of alimony, past, present and future maintenance qua the second party.

c. That the consent of either of the party has not been obtained by force fraud or undue influence. Both the parties undertake that they shall adhere to the terms and conditions of this compromise/settlement deed.

d. That both the parties shall bear their own expenses for engaging advocate/ lawyer for filing quashing petition for FIR No.6 dated 01.01.2019, U/s 406, 498-A P.S. Women Police Station, Sector-17, Chandigarh, and also mutual divorce petition U/s 13-B of HMA and for recording statements in the Court of law and to procure certified copies of judgment."

6. Contents of the compromise be read as an integral part of this order.

7. Learned Addl. P.P., UT, Chandigarh and learned counsel appearing on behalf of respondent No.2 state that they have no objection if the aforementioned FIR as well as all subsequent proceedings arising therefrom, are quashed, on the basis of compromise, Annexure P/2 dated 14.09.2020.

8. Keeping in view the fact that the matter has been compromised between the parties vide compromise Annexure P/2 date 14.09.2020, petitioners have already filed a petition for mutual divorce before the competent Court in terms of the compromise, parties have decided to get the FIR quashed, as also to adhere to the terms and conditions of compromise, there is no impediment to this Court exercising its inherent powers for quashing of the FIR and all subsequent proceedings in respect thereto in the interest of justice in view of the decision in Kulwinder Singh and others vs. State of Punjab and another 2007 (3) RCR (Criminal) 1052 as no useful purpose would be served by prolonging the litigation. Relevant extract of the decision in Kulwinder Singh's case (supra) is reproduced as under:-

"28. The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 of the Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is "finest hour of justice". Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the Court by exercising its powers under Section 482 of the Cr.P.C. in the event of a compromise, but this is not to say that the power is limited to such rigid rule to prescribe the exercise of such power, especially in the absence of any premonitions to forecast and predict eventualities which the cause of justice may throw up during the course of a litigation.

29. The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can be affected the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice."

10. Accordingly, in the light of the position as noted above, FIR No.6 dated 01.01.2019, registered under Section 406, 498-A of IPC, 1860, at Police Station Women Police Station, District Sector-17, Chandigarh as well as all subsequent proceedings arising therefrom, are quashed, on the basis of compromise,

Annexure P/2 dated 14.09.2020, qua the petitioners, subject to the condition that the parties adhere to the terms and conditions of the compromise.

11. Petition stands disposed of in the aforementioned terms.