



CRM-M-8113-2025 with other connected petitions

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225+147

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

**CRM-M-8113-2025
Date of Decision: 29.05.2025**

Dilraj Singh Bhinder Petitioner
Versus

State of Punjab and another Respondents

CRM-M-9473-2025

Armandeep Kaur Petitioner
Versus

State of Punjab and another Respondents

CRM-M-9773-2025

Armandeep Kaur and another Petitioners
Versus

State of Punjab and others Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Vishal Lamba, Advocate for
Mr. H.S. Deol, Advocate
for the petitioner in CRM-M-8113-2025 and
for respondent No.2 in CRM-M-9473 & 9773-2025.

Mrs. G.K. Mann, Senior Advocate assisted by
Mr. Anmol Jeevan Singh Gill, Advocate,
for the petitioner(s) in CRM-M-9473 & 9773-2025 and
for respondent No.2 in CRM-M-8113-2025.

Mr. Karunesh Kaushal, AAG, Punjab.

JASGURPREET SINGH PURI, J. (ORAL)

CRM-23244-2025 in CRM-M-8113-2025

For the reasons mentioned in the application, the same is allowed and the affidavit of respondent No.2, namely, Armandeep Kaur is taken on record, subject to all just exceptions.

**CRM-M-8113-2025 with other connected petitions**

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Main cases:

1. All the three petitions have been filed under Section 528 of BNSS, 2023 and are being taken up together for final disposal with the consent of all the learned counsels for the parties, since all are inter-connected cases. All the petitions were filed for quashing of different FIRs based upon compromise and the FIRs are as a result of matrimonial dispute between the parties.
2. CRM-M-8113-2025 has been filed by the husband for quashing of the FIR bearing No.73, dated 27.03.2024, under Section 323, 406, 498-A IPC, registered at Police Station Kharar, District SAS Nagar Mohali along with all the consequential proceedings arising therefrom.
3. CRM-M-9473-2025 has been filed by the wife for quashing of the FIR bearing No.545, dated 29.12.2022, under Section 308, 323, 341 IPC, registered at Police Station Sohana, District SAS Nagar Mohali (offence under Sections 308 IPC was deleted vide DDR No.36 dated 16.05.2024) along with all the consequential proceedings arising therefrom.
4. CRM-M-9773-2025 has been filed by the wife and her mother for quashing of the FIR bearing No.74, dated 20.03.2024, under Section 323, 341, 506, 148 & 149 IPC, registered at Police Station Mataur, District SAS Nagar Mohali along with all the consequential proceedings arising therefrom.
5. The husband, namely, Dilraj Singh Bhinder and the wife, namely, Armandeep Kaur are present in Court today and both of them are practicing Advocates.
6. Mr. Vishal Lamba, learned counsel appearing on behalf of the husband, namely, Dilraj Singh Bhinder and Mrs. G.K. Mann, Senior Counsel appearing on behalf of the wife, namely, Armandeep Kaur have jointly



submitted that in the present matrimonial dispute when a bail petition was filed by the husband in CRM-M-18201-2024, then during the pendency of the aforesaid bail petition before this Court, a compromise has been effected between the parties and as per the compromise, it was so decided among the parties that the total amount of maintenance of ₹85,00,000/- (Rupees Eighty Five Lacs Only) will be paid by the husband to the wife which would include the maintenance towards the child also and it was further also agreed that half of the aforesaid amount i.e. ₹42,50,000/- (Rupees Forty Two Lacs Fifty Thousand Only) shall be paid by the husband to the wife at the time of recording of first motion statements in the proceeding under Section 13-B of the Hindu Marriage Act, regarding which, a petition under Section 13 of the Hindu Marriage Act filed by the husband has already been converted under Section 13-B of the Hindu Marriage Act. The remaining amount i.e. ₹42,50,000/- is to be paid by the husband to the wife on the recording of second motion statements. All the learned counsels for the parties further submitted that in pursuance of the aforesaid compromise, the first installment of ₹42,50,000/- has already been paid by the husband to the wife.

7. Learned counsels also submitted that during the pendency of the bail petition as aforesaid before a Co-ordinate Bench of this Court, a statement pertaining to arriving at a compromise was recorded and a joint statement regarding the said compromise was so duly recorded in the order passed a Co-ordinate Bench of this Court on 18.12.2024 and since their statements have been recorded under their signatures, there is no need to send the parties for recording of their separate statements before the learned trial Court/Illaq Magistrate for the purpose of ascertaining the genuineness, voluntariness and



veracity of the aforesaid compromise being arrived at between the parties. Learned counsels further submitted that considering the fact that the dispute is only a matrimonial dispute in which an amicable settlement has been reached, the aforesaid FIRs be quashed based upon compromise because in all the three petitions the prayer is for quashing of the respective FIRs on the basis of the same compromise and also submitted that no useful purpose will be served in case further proceedings are carried on considering the fact that now a respectable *quietus* has been put to the dispute with the intervention of the respectables.

8. I have heard the learned counsels for the parties and also perused the records.

9. A matrimonial dispute arose between a couple out of which 3 FIRs were registered. Out of the aforesaid 3 FIRs, one was filed by the wife against the husband and two were lodged by the husband against the wife. There was one more litigation pending pertaining to a petition under Section 125 Cr.P.C. filed by the wife against the husband which was also the subject matter of the compromise. On a query being raised to the wife, who is also present in the Court with regard to the status of the aforesaid petition under Section 125 Cr.P.C., she submitted categorically that the aforesaid petition under Section 125 Cr.P.C. has now been withdrawn by her in view of the compromise. There was another litigation pertaining to Section 13 of the Hindu Marriage Act filed by the husband against the wife to which learned counsel for the husband has submitted that the same has already been converted under Section 13-B of the Hindu Marriage Act for dissolution of marriage based on compromise and therefore, the petition filed by the wife against the husband in the aforesaid



petition for grant of maintenance is no longer in existence.

10. When the husband filed a petition for grant of bail before this Court in CRM-M-18201-2024 and the matter came up before a Co-ordinate Bench of this Court on 18.12.2024, a joint statement was made by the husband and the wife that they have compromised the matter with the interevntion of the respectables and both the parties have signed their respective statements along with their respective counsels in the presence of a Co-ordinate Bench of this Court. The aforesaid order dated 18.12.2024, a photocopy of which was supplied to this Court during course of hearing, is reproduced as under:-

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In CRM-M-18201-2024

DILRAJ SINGH BHINDER

VS.

STATE OF PUNJAB AND ANR

Joint Statement of Sh. Dilraj Singh Bhinder, son of Sukhdeep Singh Bhinder (petitioner) aged about 32 years, resident of House No. 2376, Phase 11, Mohali, presently, residing at Flat No. 795, SF Omaxe Cassia, Block-D, New Chandigarh & Smt. Armandeep Kaur, wife of Dilraj Singh Bhinder, daughter of Khuswant Singh Sidhu (respondent No. 2), resident of Flat No. 502, Ruby Tower-2, Somdutt Landmark Society, Sector 116, Mohali.

On S.A.

1. We have compromised the matter with the intervention of the respectable.

2. Petitioner-Dilraj Singh Bhinder agrees to pay a sum of ₹85,00,000/- (Rupees Eighty Five Lacs only) to respondent No.2-Armandeep Kaur in settlement of all the disputes with regard to arrears of maintenance towards her, as well as towards her minor child, namely, Azarbir Singh, aged 04



years. The said minor child shall remain in the custody of the mother-Armandeep Kaur (respondent No.2). The petitioner-Dilraj Singh Bhinder shall not claim the custody of the minor child. The settlement is full and final regarding all the dispute inter se the parties, including the minor child.

3. The petitioner has already filed a petition under Section 13 of the Hindu Marriage Act, 1955, before the learned Family Court, SAS Nagar, Mohali. An application shall be moved before the Family Court for converting the said petition into a joint petition under Section 13-B of the Hindu Marriage Act, 1955 or both the parties shall jointly file a petition under Section 13-B of the Hindu Marriage Act, 1955, within a period of two weeks from today.

4. Both the parties shall assist each other for disposal of all the matters which are pending in various Courts inter se each other within a period of three weeks from today.

5. None of the parties shall resile from the terms and conditions of the compromise, which has been entered with their free consent and without any interference from anyone.

R.O. & A.C.

Sd/-

*(Dilraj Singh Bhinder) &
Petitioner*

Sd/-

*(Armandeep Kaur)
respondent No.2.*

Itendified by:-

Sd/-

A.P.S. Deol, Senior Advocate, for the petitioner.

Sd/-

Ms. G.K. Mann, Senior Advocate, for respondent No.2.

December 18, 2024

*Sd/-
(Harpreet Kaur Jeewan)
Judge”*

11. The compromise which was arrived at between the parties has been annexed as Annexure P-2 in CRM-M-8113-2025 and the same is also



reproduced as under:-

“Annexure P-2

Settlement/Compromise

This settlement agreement is entered into between: -

DILRAJ SINGH BHINDER AGED ABOUT 32 YEARS SON OF SUKHDEEP SINGH BHINDER, RESIDENT OF HOUSE NO. 2376, PHSE XI, MOHALI PRESENTLY RESIDING AT FLAT NO. 795, SF, OMAXE CASSIA, BLOCK D, NEW CHANDIGARH (UID: 5456 5549 7443)

...FIRST PARTY

AND

1. ARMANDEEP KAUR AGED ABOUT 29 YEARS WIFE OF DILRAJ SINGH BHINDER, DAUGHTER OF KHUSHWANT SINGH SIDHU RESIDENT OF FLAT NO 502, RUBY TOWER 2, SOMDUTT LANDMARK SOCIETY, SECTOR 116, MOHALI (UID NO. 7245 3414 8774)

2. AZARBIR SINGH BHINDER SON OF DILRAJ SINGH BHINDER (MINOR AGED ABOUT 4 YEARS), PRESENTLY UNDER GUARDIANSHIP OF ARMANDEEP KAUR MOTHER OF AZARBIR SINGH BHINDER.

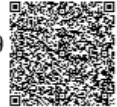
...SECOND PARTY

WHEREAS

1. That the marriage of Dilraj Singh Bhinder was solemnized with Armandeep Kaur on 14.02.2020. out of the wedlock, one male child namely Azarbir Singh Bhinder was born on 12.01.2021 who is currently in custody of Armandeep Kaur. Disputes and differences had arisen between the parties hereto, resulting hereto, besides other litigations, one FIR No.73 dated 20.03.2024 u/s 498-A, 323, 506 IPC at PS Kharar against the First Party and his relatives at the instance of Armandeep Kaur (second party), arising out of which CRM-M-18201 of 2024 was filed by the first party before the Hon'ble Punjab and Haryana High Court at Chandigarh for grant of anticipatory bail.

2. The matter was referred to Mediation & Conciliation Centre of Punjab and Haryana High Court vide order dated 22.04.2024.

3. Several meeting held between the parties with



assistance of the Mediator/Conciliator for resolving the above mentioned disputes and differences. But no settlement could be arrived at and the matter was returned back to the Hon'ble High Court.

4. The parties hereto confirm and declare that they have voluntarily and out of their own free will have arrived at this settlement/compromise during the hearing of CRM-M-18201-2024 before HMJ Harpreet Kaur Jeevan, Judge Purijab and Haryana High Court.

5. That apart from the present CRM-M-18201, the following cases are pending before the parties:-

a. The first party has lodged FIR No. 545 dated 29.12.2022 U/s 308/323/341 IPC at PS Sohana against Armandeep Kaur (Second Party)

b. The first party has also lodged FIR No. 74 dated 20.03.2024 U/s 323/341/506/148/149 IPC at PS Mataur against Armandeep Kaur (second party) and her relatives.

c. The second party (Armandeep Kaur) lodged FIR No. 73 dated 20.03.2024 u/s 498-A,323,506 IPC at PS Kharar against the first party and his other relatives.

d. The first party has also filed petition under section 13 of the Hindu Marriage Act bearing HMA/231/2023 before the Principal Judge, Family Court Mohali wherein the Second Party has moved an application under section 24 for grant of maintenance

e. The second party has filed petition under section 125 Cr.P.C. for grant of maintenance bearing number MNT125/95/2023.

6. That both the parties have decided to settle all their past, present and future disputes and differences on the following terms and conditions:

a. It is agreed between the parties that Dilraj Singh Bhinder and Armandeep Kaur have decided to end up all their litigations and Armandeep Kaur have relinquished the past, present and future rights of any kind of herself and Azarbir Singh Bhinder on the First Party for a lumpsum & full and final sum of Rs. 85,00,000/- (Rs. Eight Five Lakh). This lumpsum



amount of Rs. 85,00,000/- (Rs. Eight Five Lakh) shall be paid by the first party to the second party in two installments i.e. of Rs.42,50,000/- each i.e. one installment on the date of first motion of Mutual Divorce Petition and second installment at the time of recording of final statement before the Ld. Principal Judge Family Court at Mohali regarding mutual divorce. There would be no further past, present or future claim of the second party and her minor son Azarbir Singh Bhinder of any kind against the first party and his parents or other relatives even after attaining the age of majority as the claim included the rights of the minor son Azarbir Singh Bhinder as well being lawful guardian and custodian of minor Azarbir Singh Bhinder.

b. That both the parties have decided that both of them will part ways from each other and the custody of the minor son namely Azarbir Singh Bhinder shall always remain with the second party. Both the parties will file a mutual divorce petition before the Family Court at Mohali as per this settlement amongst them and make their respective statements so as to get a decree of divorce by way of mutual consent.

c. It is agreed between the parties that all the articles lying with the second party including gold jewelry given to her in marriage by first party and his relatives shall remain with the second party and all the articles of the second party, if any, lying with the first party shall remain with the first party only and there would be no further claim of either of the parties qua any articles, gold jewelry etc against each other.

d. That it is also agreed that the first party and his other relatives shall file a petition before the Hon'ble Punjab and Haryana High Court for quashing of FIR No. 73 dated 20.03.2024 u/s 498-A, 323, 506 IPC at PS Kharar and second party will make her statement giving her no objection for quashing of the said FIR before the Hon'ble High Court or any other court.

e. That it is also agreed that the second party and her other relatives shall file a petition before the Hon'ble Punjab and Haryana High Court for quashing of FIR number 545 dated 29.12.2022, under section 308, 323, 341 IPC at PS Sohana, and the first party will make his statement and have no objection for quashing of the said FIR.



f. That it is also agreed that the second party and other relative shall file a petition before the Hon'ble Punjab and Haryana High Court for quashing of FIR number 74 dated 20.03.2024, under sections 323, 341, 506, 148, 14 9IPC at PS Mataur, and the first party will give his statement and have no objection for quashing of the said FIR.

g. That it has also been agreed between the parties that the first party shall withdraw his petition under section 13 of Hindu marriage act bearing HMA/231/2023 oblique filed in the family court, Mohali, so as to enable both the parties to file a mutual divorce petition under section 13 B of the Hindu marriage act within one month from today.

h. That it has also been agreed between the parties that the second party shall withdraw her application for grant of maintenance under section 24 and will also withdraw application under section 125 CRPC bearing number MNT125/95/2023 pending before the Ld. Principal Judge Family Court, Mohali as entire maintenance has been settled and received.

i. That it has been agreed between the parties that both the parties as well as all their relatives shall withdraw all the pending litigation filed against each other, within a period of one month from today. For the sad purpose, any application oblique affidavit shall be given by the respective parties, for which they shall give no objection against each other, if required.

j. That it has also been agreed between the parties that both the parties will not file or pursue any litigation. against each other as also against their other relatives and will not raise any further claim of any kind against each other or their respective families in future.

7. By signing this settlement/compromise the parties hereto state that they have no further claims or demands against each other as all the disputes and differences in this regard have been amicably settled by the parties with intervention of respective Senior Advocates appearing on behalf of the parties before the Hon'ble High Court. Both the parties further undertake that they shall not institute any other case against each other with reference to the present claim and any other claim



whatsoever.

8. That the parties undertake before the Hon'ble court to abide by the terms and conditions set out in this settlement/agreement and not to dispute the same here and after in future including that of Azarbir Singh Bhinder (minor)

9. That the parties to this agreement here by state that they have read the agreement, that they have understood the contents thereof and their execution of settlement/compromise is voluntary.

10. That it has been further agreed between the parties that in case of necessity, both the party shall be free to present the copy of the above compromise before any authority or court, if the same is required to witness the execution of the compromise or settle any pending controversy between the parties.

First Party

Sd/-

Dilraj Singh Bhinder 13.01.2025

Second Party

Sd/-

1. Armandeep Kaur

2. Azarbir Singh Bhinder through his custodian and lawful guardian Armandeep Kaur (Mother)”

12. Ordinarily this Court would have referred the respective parties to get their statements recorded before the learned trial Court/Illaq Magistrate for the purpose of ascertaining the voluntariness, genuineness and veracity of the compromise in the ordinary course before considering the quashing of the FIR based upon compromise, but in the present case, this Court is of the view that the same is not required because the factum of the compromise as being arrived at between the parties took effect during proceedings before a Co-ordinate Bench of this Court in the aforesaid bail petition and statements were recorded before the aforesaid Co-ordinate Bench of this Court as reproduced above and



therefore, there is no dispute with regard to genuineness, voluntariness and veracity of the compromise. Apart from the above, both the husband and wife are practicing advocates and they are also present in the Court and have clearly stated that the matter has been voluntarily and amicably settled between them.

13. The total alimony which has been fixed by way of the compromise is ₹85,00,000/-. Out of the aforesaid amount, ₹42,50,000/- has already been paid by the husband to the wife at the time of recording of first motion statements. As per the agreement, the remaining amount is to be paid by the husband to the wife at the time of recording of second motion statements. In this regard, the husband has filed an affidavit before this Court dated 27.05.2025, in which he has categorically undertaken that he will pay the remaining amount of ₹42,50,000/- at the time of recording of second motion statement before learned Family Court, Mohali on 25.08.2025 and the said affidavit is hereby taken on record. The relevant portion of the aforesaid affidavit contained in Para 4 is reproduced as under:-

“4. That the deponent undertakes to pay the remaining amount of ₹42.50 lakhs at the time of recording of second motion statement before the Family Court at Mohali on 25/08/2025.”

14. Similarly a separate affidavit dated 27.05.2025 has also been filed by the wife by way of an application bearing CRM-23244-2025, in which, she has stated that the aforesaid compromise has taken place between the parties and the husband has paid ₹42,50,000/- as first installment to her and the remaining amount will be paid to her at the time of recording of second motion statement on 25.08.2025 and therefore, she does not wish to pursue the case and she has no objection in case the FIR is quashed. Para 4 & 5 of the aforesaid



affidavit of the wife is reproduced as under:-

“4. That as per the compromise, a petition for divorce with mutual consent was filed before the Ld. Family Court and on the date of first motion as per the settlement the Petitioner had paid the first instalment amounting to Rs.42,50,000/- to the deponent and the remaining amount i.e. Rs. 42,50,000/- is to be paid on the next date i.e. 25.08.2025 of recording of the second motion.

5. That in view of the compromise dated 13.01.2025 (Annexure P-2) in CRM-M-8113-2025, the deponent does not want to pursue with the case and have no objection if the said FIR is quashed/cancelled.”

15. The law with regard to the quashing of the FIR on the basis of compromise is no longer *res integra*. Hon'ble Supreme Court in “**State of Madhya Pradesh Vs. Laxmi Narayan and others**”, 2019(2) SCC (Crl.) 706 and also in “**Gian Singh Vs. State of Punjab and another**”, 2013(1) SCC (Crl.) 160 and Full Bench judgment of this Court in “**Kulwinder Singh and others Vs. State of Punjab 2007 (3) R.C.R. (Criminal) 1052**,” held that when the dispute is pertaining to a private offence or a matrimonial offence or a financial dispute between the parties, then in the facts and circumstances of each and every case, FIR or any criminal complaint or any consequential proceedings can be quashed by invoking extraordinary power of the High Court so as to avoid miscarriage of justice. However, in serious or heinous offences, the same power should not be exercised.

16. The facts and circumstances of the present case clearly suggest that the subject matter of the present 3 FIRs do not fall in the category of serious or heinous offence since they emanate from a matrimonial dispute



between the parties which already stands amicably settled as aforesaid. Therefore, this Court is of the considered view that all the three FIRs are liable to be quashed based upon compromise in order to prevent abuse of the process of law and to avoid miscarriage of justice.

17. Consequently, all the three petitions are allowed. FIR bearing No.73, dated 27.03.2024, under Section 323, 406, 498-A IPC, registered at Police Station Kharar, District SAS Nagar Mohali, FIR bearing No.545, dated 29.12.2022, under Section 308, 323, 341 IPC, registered at Police Station Sohana, District SAS Nagar Mohali (offence under Sections 308 IPC was deleted vide DDR No.36 dated 16.05.2024) and FIR bearing No.74, dated 20.03.2024, under Section 323, 341, 506, 148 & 149 IPC, registered at Police Station Mataur, District SAS Nagar Mohali with all consequential proceedings arising therefrom, are hereby quashed on the basis of compromise.

29.05.2025
Bhumika

(JASGURPREET SINGH PURI)
JUDGE

1. Whether speaking/reasoned: Yes/No
2. Whether reportable: Yes/No