



CRM-M-56815-2022(O&amp;M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

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CRM-M-56815-2022(O&M)  
Decided on :13.05.2025

SANJEEV SINGH

.....Petitioner

Versus

STATE OF PUNJAB AND ANR

.....Respondents

**CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH**

Present: Petitioner in person.

Mr. Luvinder Sofat, Sr. DAG, Punjab.

Mr. Vipin Mahajan, Advocate  
for respondent No.2.**SANJAY VASHISTH, J.**

1. Through instant petition, petitioner-Sanjeev Singh, aged 45 years has prayed for quashing of FIR No.29 dated 10.02.2021, under Sections 403, 406, 506 IPC, registered at Police Station Dinanagar, District Gurdaspur.

2. It is contended that the dispute pertained to an amount of Rs. 2,08,152/-, pursuant to which the criminal case (FIR mentioned above) was lodged at the instance of respondent No.2 – Sukhdev Singh, who was impleaded as a party-respondent by this Court vide order dated 01.05.2025, which reads as under

*“i) On oral request of petitioner, complainant-Sh Sukhdev Singh s/o Sh. Chattar Singh, resident of Village Haveli, PS Dinanagar, is ordered to be impleaded as respondent No.2.*

*ii) Notice to the newly added respondent be issued.*

*iii) At this stage, Mr. Vipin Mahajan, Advocate, appears on behalf of the newly added respondent and submits that the dispute pertains to an amount of Rs. 2,08,152/-, which was transferred to the account of the petitioner by respondent No.2. Learned Counsel for respondent No.2 further submits that, while returning the said amount to respondent No.2, a sum of Rs. 21,000/- was paid in cash, and for the remaining amount, i.e., Rs.*



*1,87,152/-, a cheque bearing No. 000008 dated 24.01.2022 was issued. However, the said cheque was dishonoured, leading to the institution of the present complaint case.*

*iv) On the other hand, Mr. Sanjeev Singh, petitioner submits that facts narrated by respondent No.2 are incorrect and true facts are entirely different.*

*v) Learned State counsel has filed reply by way of affidavit of Rajinder Singh Manhas, PPS, Deputy Superintendent of Police, Diananagar, District Gurdaspur, in Court today. Same is taken on record.*

*Registry is directed to tag the same at appropriate place with the paper-book.*

*Learned State counsel appearing on behalf of respondent No.1 informs that out of total 12 prosecution witnesses, 8 have been examined and one has given up.*

*vi) Upon considering the disputed amount to be Rs. 2,08,152/- only, and that too pertaining to the year 2020, and without expressing any opinion or making any observations on the merits of the facts as narrated by both parties, this Court proposes that the private parties explore the possibility of resolving their dispute amicably.*

*vii) Let petitioner and respondent No.2 be present before this Court on the date fixed.*

*viii) List on 07.05.2025.*

*ix) Mr. Vipin Mahajan, Advocate would place on record amended memo of parties within two days from today, if already not there on record. Registry would tag the same at appropriate place with the paper-book.*

*x) In order to facilitate the aforesaid exercise, the proceedings before the learned Trial Court shall remain deferred until further orders.*

*xi) To be taken up at 2:00 p.m.”*

3. Considering the nature of the dispute, the parties were, on 07.05.2025, relegated to the Mediation and Conciliation Centre of this Court, by passing the following order:

*“ In compliance to the order dated 01.05.2025, petitioner and newly added respondent i.e. respondent No.2 are present in person.*

*Good sense had prevailed to both of them and thus they have agreed to resolve the dispute.*

*Petitioner proposes to deposit an amount of Rs.1.25 Lacs in the bank account of respondent No.2-Sukhdev Singh or hand over a demand draft on or before the next date of hearing.*



*In view of above, let the proceedings of settlement take place before the Mediation and Conciliation Centre of this Court by recording the terms and conditions between the parties and thereupon the parties are directed to appear before the Mediation and Conciliation Centre of this Court today itself at 3:30 P.M..*

*List again on 13.05.2025, awaiting report.*

*To be shown in the urgent list.”*

4. The report dated 12.05.2025, forwarded by the Mediation and Conciliation Centre of this Court in Mediation Case No. 810 of 2025, has been received and is available on the record of the case, along with the Settlement Agreement dated 12.05.2025. In Paragraph No. 5 of the Settlement Agreement, the terms settled between the parties have been recorded, which are reproduced hereunder:

*“5. The following settlement has been arrived at between the parties hereto:*

*a) That the dispute between both the parties pertains to an amount of Rs.2,08,152/-, as informed by the parties.*

*b) That now, both the parties have agreed to settle the matter at a full and final amount of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand only), which the first party has agreed to pay by way of demand draft No.387288 dated 09.05.2025 to the second party. The first party undertakes to hand over the above said demand draft in original to the second party before the Hon'ble Court on the date fixed i.e. 13.05.2025. The photocopy of the above said demand draft is attached with this settlement.*

*c) It is agreed between both the parties that since the entire settled payment of Rs.1,25,000/- will be paid by the first party to the second party, the second party will give no objection/affidavit or any other document required for the quashing of the said FIR and will also co-operate in quashing of the said FIR in all*



*respects including making of statement regarding compromise before any competent Court of law.*

*d) That both the parties shall withdraw all the cases/applications, if any, filed by them against each other pending before any Court of law at their own cost, pertaining to the present dispute.”*

5. Today again, petitioner is present in person, and respondent No.2 – Sukhdev Singh is also present before this Court alongwith his counsel. In compliance with the terms settled before the Mediation and Conciliation Centre, the petitioner has handed over a demand draft bearing No. 387288, amounting to Rs. 1,25,000/- (Rupees One Lakh Twenty-Five Thousand only), to respondent No.2 – Sukhdev Singh, who is present in person, who has been identified also by his counsel. A photocopy of the said demand draft is taken on record. Registry is directed to tag the same at appropriate place with the paper-book.

6. On the other hand, respondent No.2 – Sukhdev Singh has also filed an affidavit dated 13.05.2025, which is taken on record. The Registry is directed to tag the same at the appropriate place in the paper-book. He confirms the receipt of the demand draft amounting to Rs. 1,25,000/- and submits that he has no objection to the quashing of FIR No. 29 dated 10.02.2021, along with all consequential proceedings arising therefrom, in view of the settlement arrived at before the Mediation and Conciliation Centre of this Court.

7. Since the parties have amicably resolved the matter before the Mediation and Conciliation Centre of this Court, and taking into consideration the limited nature of the dispute involved, the learned State counsel also does not raise any objection to the quashing of the aforesaid



FIR and all consequential proceedings arising therefrom, on the basis of the compromise.

8. Through catena of judgments, Hon'ble the Apex Court and High Courts (including Punjab and Haryana High Court), have culled out various principles of law concerning quashing of proceedings emanating after lodging of FIR, and some of them are as under:-

- *Power under Section 482 Cr.P.C./Section 528 BNSS can be exercised to enhance social amity, and to reduce friction.*
- *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 Cr.P.C./Section 528 BNSS in the event of a compromise, but this is not to say that the power is limited to such cases.*
- *There can never be any hard and fast category which can be prescribed to enable the Court to exercise its power under Section 482 Cr.P.C./Section 528 BNSS "to prevent abuse of the process of any Court" or "to secure the ends of justice".*
- *No embargo, be in the shape of Section 320(9) Cr.P.C./Section 359 BNSS, or any other such curtailment, can whittle down the power under Section 482 of the Cr.P.C./Section 528 of the BNSS.*
- *The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour.*
- *High Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 Cr.P.C./Section 359 BNSS, in order to prevent the abuse of law and to secure the ends of justice.*
- *Power under Section 482 Cr.P.C./Section 528 BNSS is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court.*
- *Such power has no limits. However, the High Court will exercise it sparingly and with utmost care and caution.*
- *The exercise of power has to be with circumspection and restraint.*
- *The Court is a vital and an extra-ordinary effective instrument to maintain and control social order.*



- *The Courts play role of paramount importance in achieving peace, harmony and ever-lasting congeniality in society.*
- *Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery.*
- *Matters which can be categorized as personal in nature or where nature of injuries do not exhibit mental depravity or involves commission of an offence of such a serious nature that quashing of FIR would override the public interest, the Court can quash the FIR in view of the settlement arrived at amongst the parties.*

In this regard, judgments cited are:

1. **Gian Singh v. State of Punjab and another, (2012) 10 SCC 303 (SC);**
  2. **Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others v. State of Gujarat and another, (2017) 9 SCC 641 (SC);**
9. In view of the fact that matter has been amicably resolved between the parties and also, taking into consideration the aforementioned settled principles of law, this petition is accepted and **FIR (as detailed in para No. 1 above) and all the consequential proceedings arising therefrom** are hereby quashed *qua* the petitioner, in view of settlement agreement dated 12.05.2025 arrived between the parties.
10. Petition stands disposed of.

13.05.2025  
*rashmi*

(SANJAY VASHISTH)  
JUDGE

Whether Speaking/Reasoned: **YES/NO**  
Whether Reportable: **YES/NO**