



CRR-270-2025(O&M)

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

**CRR-270-2025(O&M)
Decided on :08.10.2025**

M/s Hari Om Enterprises and another

.....PETITIONERS

VERSUS

M/s Malik Enterprises

.....RESPONDENT

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH.

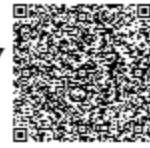
Present: Mr. Vikas Gulia, Advocate for the petitioners.

Mr. Kartar Singh Malik, Advocate for respondent.

SANJAY VASHISTH, J (ORAL)

1. Petitioners, i.e. (1) M/s Hari Om Enterprises and (2) Rampal, (proprietor of petitioner No.1), has filed the present criminal revision petition, by challenging the judgment dated 19.07.2018, whereby the petitioners were convicted under Section 138 of the Negotiable Instruments Act, by learned trial Court, and thereupon, said conviction was maintained by learned Appellate Court as well, vide judgment dated 04.11.2024.

2. On 28.08.2025, this Court passed the following order:



1. *Petitioners, i.e. (1) M/s Hari Om Enterprises and (2) Rampal, (proprietor of petitioner No.1), has filed the present criminal revision petition, by challenging the judgment dated 19.07.2018, whereby the petitioners were convicted under Section 138 of the Negotiable Instruments Act, by learned trial Court, and thereupon, said conviction was maintained by learned Appellate Court as well, vide judgment dated 15.02.2020.*

2. *During the pendency of the present revision petition, dispute was referred to the Mediation and Conciliation Centre of this Court, vide order dated 12.03.2025. For reference, said order is reproduced here under:-*

“1. Mr. Kartar Singh Malik, Advocate, puts in appearance on behalf of the respondent and files his memo of appearance in Court today. Same is taken on record. He undertakes to file his Vakalatnama in the registry, in due course of time.

2. Counsel for the petitioner submits that he would have no grouse in case the petitioners pay back the principle amount along with interest.

3. Counsel for the petitioners, after seeking required telephonic instructions from the wife of petitioner No.2, submits that petitioners are ready to resolve the issue, however, prays for grant of interim bail.

4. Considering the stand taken by the respective counsel for the parties, prayer for interim bail is accepted. Accordingly, petitioner No.2 is ordered to be released on interim bail in this case up-till 19.05.2025, subject to his furnishing bail/surety bonds to the satisfaction of the learned Chief Judicial Magistrate/Illaq Magistrate/Duty Magistrate concerned, if not required in any other case.

5. Meanwhile, parties are also directed to appear before the Mediation and Conciliation Centre of this Court on 25.03.2025, to resolve the dispute amicably. Needless to add that they will remain present on each and every date fixed by the said Forum.



6. *For awaiting report, adjourned to 19.05.2025.”*

3. *In compliance to the aforementioned order, parties appeared before the Mediation and Conciliation Centre of this Court, and therefore, vide settlement/agreement dated 15.05.2025, dispute was resolved between the parties, by recording the terms of the settlement, in paragraph No.6 of the same.*

For reference, paragraph No.6 of the settlement/agreement dated 15.05.2025, is reproduced here under:-

“6. The following settlement has been arrived at between the Parties hereto:

i) The parties have mutually agreed to settle the matter for a total amount of Rs.4,35,000/- (Rupees Four Lakhs and Thirty Five Thousand only) in which Rs.1,35,000/- (Rupees One Lakh and Thirty Five Thousand only) has already been received by the second party-respondent before the Ld. First Appellate Court, Jind, Haryana, which has been acknowledged by the second party-Deepak Malik.

ii) That it has been amicably settled between the parties that the remaining amount i.e. Rs.3,00,000/- (Rupees Three Lakhs only) out of the settled amount i.e. Rs.4,35,000/- (Rupees Four Lakhs and Thirty Five Thousand only) as mentioned above, shall be paid by the first party-petitioner to the second party-respondent in the following manner:

a) That Rs.2,00,000/- (Rupees Two Lakhs only) shall be paid on or before 19.05.2025 through Bank deposit in the Current Account No. 3235261000010 in the name of Malik Enterprises, IFSC Code CNRB0003235, Canara Bank, Safidon, Jind.

b) That further the remaining amount of Rs.1,00,000/- (Rupees One Lakh only) shall be paid on or before 15.08.2025 in the same manner as mentioned in the clause (a).

iii) That it has been amicably settled between the parties that both the parties shall



withdraw their respective cases qua the present claim/dispute after its fulfilment, if any, pending in any Court of law.”

4. *Settlement/agreement dated 15.05.2025, which is already there on the record, is signed by both the parties, i.e. the petitioner as well as by the respondent.*

5. *After receipt of the report of learned Mediator, present revision petition was taken up for its hearing on 19.05.2025, and after hearing submissions made by counsel for the petitioners, following order was passed by this Court:-*

“As per the report dated 15.05.2025 forwarded by the Mediation and Conciliation Centre of this Court, the dispute between the parties stands settled.

Learned counsel for the petitioners submits that, in accordance with the terms of settlement recorded in paragraph No.6 of the report, the final instalment of Rs.1,00,000/- (Rupees One Lakh only) is to be paid to the complainant on or before 15.08.2025. Therefore, counsel for the petitioner prays for an adjournment.

List on 28.08.2025.

Interim order to continue.”

6. *Today, present petition was taken up for hearing, on an out-of-turn request made by learned counsel for the respondent.*

Counsel for the respondent, very fairly submits that dispute between the parties has already been amicably resolved, and the only remaining amount of Rs.1,00,000/-, which was due from the petitioners, has now been duly paid and received by the complainant.

7. *In view of the settlement, learned counsel for the respondent submits that present revision petition can be disposed of, as the matter stands fully resolved.*

8. *List again on 16.09.2025.*

9. *Let an application for compounding of the offences be moved by counsel for the petitioner, and an affidavit in regard to the terms and conditions of the settlement/agreement, shall also*



be filed by counsel for the respondent, prior to the next date of hearing fixed before this Court.”

3. In compliance of the order dated 28.08.2025 passed by this Court, affidavit of Deepak Malik s/o Prem Singh has already been filed in the registry. Registry is directed to tag the same at appropriate place with the paper-book.

Learned counsel for the respondent submits that the dispute between the parties has now been amicably settled, and refers to paragraphs No. 3 to 5 of the affidavit dated 06.09.2025, wherein it has been categorically stated by the deponent that the dispute has been resolved and that the deponent has no objection if revision petition is allowed. Learned counsel further submits that the complainant has no objection to the compounding of the offence.

For reference, paragraph Nos.3 to 5 of the affidavit dated 06.09.2025 are reproduced herebelow:

“1. xxxx

2. xxx

3. *That the petitioners M/s Hari Om enterprises filed criminal revision against the conviction and sentence awarded by the Id. trial court and confirmed by the Id. lower appellate court under section 138 of the negotiable instrument Act. During the present revision petition the dispute was referred to the Mediation and Conciliation centre of this Hon'ble court vide order dated 12.03.2025. The matter was settled between both parties before the Mediation and Conciliation Centre on 15.05.2025. As per settlement/ agreement the petitioners shall pay total amount of rupee 4,35,000 only. The amount of rupee*



1,35,000 has already been paid to the deponent before the Id. Lower Appellate court and the remaining amount of rupee 3,00,000 out of settled amount was to be paid as per terms and condition of settlement.

4. That the deponent-complainant has received full and final payment as per the terms and conditions of the settlement/agreement settled before the Mediation and Conciliation Centre of this Hon'ble court.

5. That the deponent-complainant has received full and final amount as per settlement. The deponent has no objection if the present criminal revision is disposed of.”

4 Reliance is placed upon the Full Bench of this Court in **Kulwinder Singh and others v. State of Punjab and another, 2007 (3)**

RCR (Criminal) 1052, has observed as under:-

“(28) To conclude, it can safely be said that there can never be any hard and fast category which can be prescribed to enable the Court to exercise its power under Section 482 of the Cr.P.C. The only principle that can be laid down is the one which has been incorporated in the Section itself, i.e., "to prevent abuse of the process of any Court" or "to secure the ends of justice”.

*(29) In **Mrs. Shakuntala Sawhney v. Mrs. Kaushalya Sawhney and others**, Hon'ble Krishna Iyer, J. aptly summoned up the essence of compromise in the following words:*

“The finest hour of justice arrives propitiously when parties, despite falling apart, bury the hatchet and weave a sense of fellowship of reunion.”

(30) The power to do complete justice is the very essence of every judicial justice dispensation system. It cannot be diluted by distorted perceptions and is not a slave to anything, except to the caution and circumspection, the standards of which the Court sets before it, in exercise of such plenary and unfettered power inherently vested in it



while donning the cloak of compassion to achieve the ends of justice.

(31) *No embargo, be in the shape of Section 320(9) of the Cr.P.C., or any other such curtailment, can whittle down the power under Section 482 of the Cr.P.C.*

(32) *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 cases. There can never be any 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.*

(33) *The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect 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.*

(34) *The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. 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.”

5. In this regard, counsel for the petitioner has also placed reliance on the judgment(s) of:

- i) Hon’ble the Supreme Court rendered in the cases of **Narinder Singh and others v. State of Punjab and another, (2014) 6 SCC 466**; and **Ramgopal and another v. The State of Madhya Pradesh, 2021 SCC Online SC 834**;
- ii) a Division Bench judgment of this Court in the case of **Sube Singh and another v. State of Haryana and another, 2013 (4) RCR (Criminal) 102**; and
- iii) a recent judgment passed by this Court in the case of **Lakhbir Singh v. State of Punjab and another (CRA-S2065-SB-2007, decided on 14.02.2023 : Law Finder Doc ID #2138925)**.

6. Thus, on the basis of cited judgments counsel submits that in view of the compromise/settlement arrived at between the parties; by compounding the offence, proceedings can be quashed for the offence in question.

7. Since, the dispute has already been resolved, the offence under Section 138 of the Negotiable Instruments Act, is ordered to be compounded. Thus, CRM-39758-2025 in CRR-270-2025, is allowed, and resultantly, the judgment of conviction and order of sentence passed by

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the Court(s) below, is ordered to be considered as inoperative and of no consequence for all intents and purposes.

8. Present revision petition stand disposed of, with the aforesaid observations.

9. Pending miscellaneous application(s), if any, shall stand disposed of.

(SANJAY VASHISTH)
JUDGE

08.10.2025*Rashmi**Whether speaking/reasoned* *Yes/No**Whether reportable* *Yes/No*