

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

CRM(M) No. 806/2024

1.Col. Harinder Deep Singh Rainal (Retd)
S/o Late S. Dalip Singh
R/o H.No.243, Sector-1, Channi Himmat, Jammu

2.Rishi Kumar S/o Sh. Parshotam Dass
R/o 362, Sector-4, Channi Himmat, Jammu

3.Rudraksh Sharma S/o Sh. Rishi Kumar
R/o 362, Sector-4, Channi Himmat, Jammu

4.Indu Bala Wo Sh. Rishi Kumar
R/o 362, Sector-4, Channi Himmat, Jammu

...Petitioner/Appellant(s)

Through:- Mr. Aman Bhagotra, Advocate

V/s

The Union Territory of Jammu and Kashmir,
Through Senior Superintendent of Police,
Special Crime Wing,
Crime Branch, Jammu

.....Respondent(s)

Through: Ms. Sagira Jaffer, Advocate vice
Ms. Monika Kohli, Sr. AAG

CORAM :
HON'BLE MR. JUSTICE VINOD CHATTERJI KOUL, JUDGE

JUDGMENT
20.08.2025

01. The petitioners have invoked the inherent jurisdiction of this Court under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS), seeking quashing of FIR No. 0018/2023 dated 27.07.2023 registered with Police Station Special Crime Wing, Jammu, for offences under Sections 420 and 120-B of IPC, against petitioners No. 2 to 4, along with

all proceedings arising therefrom, on the ground of an amicable settlement and compromise entered into between petitioner No. 1 and petitioners No. 2 to 4.

02. The case of the petitioners is that an Agreement to Sell was executed between petitioner No. 1 and petitioner No. 2 on 18.05.2022, in respect of two plots of land measuring 10 marlas each, for a total consideration of ₹40.00 lakhs. Out of the said amount, petitioner No. 1 paid ₹6.00 lakhs in cash and ₹24.00 lakhs via cheque No. 000001 dated 27.05.2022 drawn on AU Small Finance Bank, totaling ₹30.00 lakhs.

03. A dispute subsequently arose between the parties in respect of the sale transaction, leading to registration of FIR No. 0018/2023 under Sections 420 and 120-B IPC by petitioner No. 1 against petitioners No. 2 to 4. It is stated that, thereafter, the parties have amicably resolved their disputes and entered into a settlement, whereby petitioners No. 2 to 4 have paid a sum of ₹25,70,000/- to petitioner No. 1, and for the balance amount of ₹4,30,000/-, cheques have been handed over with an assurance of encashment. In furtherance of the settlement, a Compromise Deed dated 18.10.2024 has also been executed.

04. In support of the compromise deed, statements of the petitioners have also been recorded. Petitioners have stated that they have amicably resolved all disputes and issues with

respect to the land in question and have prayed for quashing of the FIR No. OO18/2023 dated 27.07.2023 along with all proceedings arising out of the said FIR.

05. Perusal of the Compromise Deed reveals that the petitioners have settled the dispute amicably out of their own free will and without any external pressure or coercion.

06. Having heard learned counsel for the parties and to pursue quietus to the controversy and amicable settlement between the parties, no useful purpose would be served in continuation of this petition. Similar issue was considered by the Hon'ble Apex Court in **Narinder Singh & ors. versus State of Punjab & ors.**, (2014) 6 SCC 466, vide which the guidelines were framed for accepting the settlement, for quashing the proceedings or refusing to accept the settlement with direction to continue with criminal proceedings.

Paragraph Nos. 29.3, 29.4 & 29.5 are reproduced below:-

“29.03 Such a power is not be exercised in those prosecutions which involve heinous and serious offences of mental depravity or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by Public Servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.

29.04 On the other, those criminal cases having overwhelmingly and pre-dominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.05 While exercising its powers, the High Court is to examine as to whether the possibility of conviction is

remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases.”

07. Therefore, such power is not to be exercised in prosecution cases which involve heinous & serious offences of mental depravity like murder, rape, dacoity, etc.

08. In the present case, the dispute relates to a commercial land transaction, and the parties have voluntarily entered into a compromise. There is no public interest involved, nor any allegation of heinous nature. The possibility of conviction is remote, and continuation of the proceedings would serve no fruitful purpose and would result in abuse of process of law.

09. Accordingly, in view of the settlement between the parties, and in the light of the law laid down by the Hon'ble Supreme Court, the petition is allowed, and FIR No. 0018/2023 dated 27.07.2023, registered with Police Station Special Crime Wing, Jammu, under Sections 420 and 120-B IPC, and all proceedings arising therefrom, are hereby quashed.

10. The petition, along with connected applications, if any, stands **disposed of**.

(VINOD CHATTERJI KOUL)
JUDGE

JAMMU
10.09.2025
BIR