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CrI.O.P.No.20604 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 30.06.2026

PRONOUNCED ON : 08.07.2026

CORAM

THE HON'BLE MR JUSTICE G.K. ILANTHIRAIYAN

CrI.O.P.No.20604 of 2025
and CrI.M.P.No.14238 of 2025

S.Samraj

Prop M/s.Swastik Enterprises

... Petitioner/Accused No.2

vs.

1.The Inspector of Police,
CBI, ACB, Shastri Bhavan,
Nungambakkam, Chennai.

2.The Chief Manager,
Asset Recovery Management Branch,
Canara Bank,
770A, Anna Salai, Chennai – 600 002. ... Respondents

PRAYER: Criminal Original Petition is filed under Section 528 of the Bharathiya Nagarik Suraksha Sanhita, 2023, to call for the records of C.C.No.17 of 2014 on the file of the XI Additional City Civil and Sessions Court for CBI Cases, Chennai and quash the same in respect of the above petitioner.

For Petitioner : Mr.B.Natarajan

For R1 : Mr.K.Srinivasan
Special Public Prosecutor (CBI)

For R2 : Mr.P.Raghunathan
for M/s.T.S.Gopalan and Co



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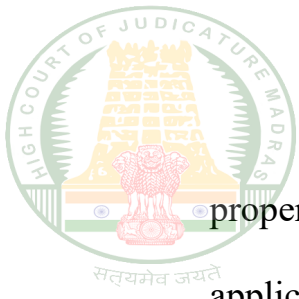
ORDER

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This Criminal Original Petition has been filed to quash the proceedings in C.C.No.17 of 2014 on the file of the XI Additional City Civil and Sessions Court for CBI Cases, Chennai.

2. The petitioner is arrayed as 2nd accused. The case of the prosecution is that the petitioner was the proprietor of M/s. Swastick Enterprises and he was in the business of manufacturing and domestic and international of granites. On 04.03.2010, the 2nd respondent/bank sanctioned to the petitioner, OCC / PC limit of Rs.800 lakhs, FDB / FDE limit of Rs.300 lakhs and a term loan of Rs.35 lakhs. The said loan amount was obtained from Punjab National Bank. The petitioner secured the credit facilities granted by the bank by mortgaging various asstes owned by him.

2. (i) Further, the account of the petitioner had became non-performing. Therefore, a legal notice was issued on 03.06.2011 and subsequently, the 2nd respondent/bank initiated action under the SARFAESI Act against the secured assets mortgaged to the bank and a demand notice was issued to the petitioner on 03.06.2011 and a symbolic possession of the



properties was taken on 16.08.2011. Thereafter, on 27.11.2012 an original application in O.A.No.186 of 2012 was filed before the Debts Recovery Tribunal, Chennai by the 2nd respondent/bank for recovery of a sum of Rs.1591.44 lakhs together with interest and for the sale of the mortgaged property. The 2nd respondent/bank filed a criminal complaint against the petitioner/2nd accused on 13.08.2013 alleging fraudulent availment of credit limits and diversion of funds. Thereafter, a police report was filed by the Central Bureau of Investigation and the said criminal case is pending. On 16.10.2017, the said original application was allowed and recovery certificate bearing No.DRC 4 of 2018 was issued.

2. (ii) It is further stated that on 29.09.2018, one of the properties of the petitioner was sold under SARFAESI Act for Rs.551.00 lakhs and another property was sold on 13.12.2021 for Rs.43.41 lakhs and the said amounts were credited to the loan account. Thereafter, another property was sold on 10.11.2022 and a sum of Rs.25.85 lakhs was realised and credited to the loan account. The remaining properties were valued only at Rs.24.25 lakhs which were difficult to sell and realize as there were no interested buyers to purchase the quarry land.



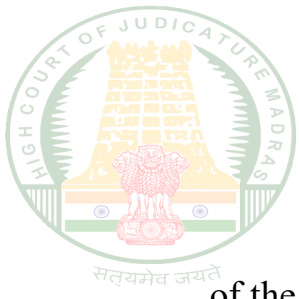
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2. (iii) It is the further case of the prosecution that the petitioner had offered Rs.75 lakhs by way of One-Time Settlement, improved his offer to Rs.100 lakhs and paid an amount of Rs.10 lakhs to show his bonafides. Thereafter, there were negotiations between the petitioner and the bank based on which a One-Time Settlement for Rs.1.20 crores was reached between the bank and the said buyer. Thereafter, on 26.12.2023, the borrower paid a sum of Rs.120 lakhs and a No Due Certificate was issued on 12.02.2024 to the petitioner. A memo was filed before the Debts Recovery Tribunal II, Chennai in DRC No.4 of 2018 and O.A.No.186 of 2012 requesting for recording the said compromise and seeking return of documents and the said documents have been returned by the Debts Recovery Tribunal. However, there was a loss to the tune of Rs.725.55 lakhs to the 2nd respondent/bank. Therefore, all the accused are charged for the offences under Section 120-B read with 420, 467, 468, read with 471 of IPC and Section 13(2) read with 13(1)(d) of Prevention of Corruption Act, 1988. After completion of investigation, the 1st respondent filed final report and the same has been taken cognizance by the Trial Court.



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3. Mr.B.Natarajan, learned counsel appearing for the petitioner submits that the petitioner is arrayed as 2nd accused. The case of the prosecution as against the petitioner is that the petitioner, in collusion with the other accused persons, diverted the funds from the cash credit limit of Canara Bank, Guindy Branch to his individual account maintained with State Bank of Hyderabad to the tune of Rs.45 lakhs. He further submits that the entire loan of the petitioner was fully secured and he had mortgaged several valuable properties. After committing default, the Banker initiated proceedings under the SARFAESI Act as against the petitioner. Thereafter, the petitioner offered One-Time Settlement and the same was duly approved by the Banker. Accordingly, the petitioner had settled the loan amount as full and final settlement and the banker also issued No Due Certificate dated 12.02.2024. He further submits that the Bank did not suffer any loss and as such, the petitioner was issued with No Due Certificate. Therefore, the criminal proceedings pending against the petitioner would not serve any purpose. In view of the settlement made by the petitioner, the entire proceedings against the petitioner cannot be sustained and is liable to be quashed.



4. In support of his contention, he relied upon the several judgments

of the Hon'ble Supreme Court of India:-

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4. (i) In ***K.Bharthi Devi and another vs. State of Telangana and another*** reported in (2024) 10 SCC 384, the Hon'ble Supreme Court of India held as follows:-

“44. The facts in the present case are similar to the facts in Sadhu Ram Singla wherein a dispute between the borrower and the Bank was settled. In the present case also, undisputedly, the FIR and the charge-sheet are pertaining to the dispute concerning the loan transaction availed by the accused persons on one hand and the Bank on the other hand. Admittedly, the Bank and the accused persons have settled the matter. Apart from the earlier payment received by the Bank either through equated monthly instalments (EMIs) or sale of the mortgaged properties, the borrowers have paid an amount of Rs.3,80,00,000/- under OTS. After receipt of the amount under OTS, the Bank had also decided to close the loan account. The dispute involved predominantly had overtures of a civil dispute.

45. Apart from that, it is further to be noted that in view of the settlement between the parties in the proceedings before the DRT, the possibility of conviction is remote and bleak. In our view, continuation of the criminal proceedings would put the accused to great oppression and prejudice.



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46. *In any case, as discussed hereinabove, both the appellants have been arraigned as wives of the Accused 1 and 2. The specific role that was attributed in the charge-sheet was pertaining to Accused 1.*

47. *In the result, we find that this was a fit case wherein the High Court ought to have exercised its jurisdiction under Section 482 CrPC and quash the criminal proceedings.”*

In the above cited judgment, since the dispute concerning the loan transaction availed by the accused from the defacto complainant was settled, the defecto complainant/bank also decided to close the loan account. Hence, the dispute in the present case is predominantly civil in nature.

4. (ii) In ***Tarina Sen vs. Union of India and another*** reported in **(2024) 20 SCC 97**, the Hon'ble Supreme Court of India held as follows:-

“20. The facts in the present case are not in dispute. It is not disputed that the matter has been compromised between the borrowers and the Bank. It has also not been in dispute that, upon payment of the amount under the OTS, the loan account of the borrower has been closed.

21. Therefore, the only question would be, as to whether the continuation of the criminal proceedings against the present appellants would be justified or not.



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22. *At the outset, we may state that we are only considering the cases of two women i.e. Accused 4 and 5, wherein Accused 4 is the wife of Accused 2. It is also not in dispute that the original Accused 2 and 3 have since died.*

23. *By a separate judgment of the even date in criminal appeal arising out of Special Leave Petition (Criminal) No.4353 of 2018 wherein similar facts arose for consideration, we have held that when the matter has been compromised between the borrower and Bank, the continuation of the criminal proceedings would not be justifiable.*

24. *Relying on the earlier judgments of this Court, we have held that in the matters arising out of commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute, the High Court should exercise its powers under Section 482 CrPC for giving an end to the criminal proceedings. We have held that the possibility of conviction in such cases is remote and bleak and as such, the continuation of the criminal proceedings would put the accused to great oppression and prejudice.”*



In the above judgment, since the matter was compromised between the borrower and bank, it as found that the continuation of the criminal proceedings would not be justifiable, hence, the Hon'ble Supreme Court of India had quashed the proceedings on the ground of compromise.

4. (iii) In *N.S.Gnaneshwaran Etc. vs. Inspector of Police and another* reported in **2025 SCC OnLine SC 1257**, the Hon'ble Supreme Court of India held as follows:-

“7. Having considered the submissions of both sides and examined the record, we are of the view that no useful purpose would be served by continuing the criminal proceedings in the present matter. The dispute has, admittedly, culminated in a comprehensive One Time Settlement under which the Bank has received the entire outstanding amount. The recovery proceedings before the tribunal have been dismissed as settled, and no residual claim survives. The Bank has not raised any objection to the closure of the matter and has issued formal acknowledgments of satisfaction.

8. Further, in identical proceedings filed by the CBI against the appellants in C.C. Nos. 13 of 2006 and 151 of 2010, the charge sheets were quashed by the High Court after taking note of the settlement reached in the recovery proceedings. The special leave petitions preferred by the State being SLP (Crl) No. 711 of 2021 and SLP (Crl) No. 825 of 2021 challenging the



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said quashing were dismissed by this Court, rendering the orders final. Since the facts and legal position are the same in the present matter, we see no reason why the appellants should not be given the same relief.

9. In our view, allowing the present criminal proceedings to continue would serve no meaningful purpose, particularly when the dispute between the parties has already been resolved through a full and final settlement. The settlement between the parties having taken place after the alleged commission of the offence, and there being no continuing public interest we see no justification for allowing the matter to proceed further.”

In the said decision, the Hon’ble Supreme Court of India held that the dispute between the parties had already been resolved through a full and final settlement. The settlement between the parties had taken place after the alleged commission of offence and there is no continuing public interest and thereby quashed the proceedings.

4. (iv) In ***Vijay Kumar Kela and another vs. Central Bureau of Investigation and another*** reported in **2026 INSC 588**, the Hon’ble Supreme Court of India held as follows:-

“27. Further, having regard to the fact that the dispute between the parties arising out of banking transactions which

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are commercial transactions having overwhelmingly or predominantly civil flavour had ended in a compromise settlement, that too, in the manner which we have delineated above, in our view, the possibility of conviction of appellant No. 1 is remote and bleak. Therefore, continuation of the criminal case would cause grave prejudice and injustice to the appellants.

28. There is one more reason why we say so. If the respondent-Bank is permitted to go ahead with the criminal prosecution initiated after settlement of the loan account before the DRT, it would adversely impact the sanctity of such settlement which has become part of the judicial proceeding and which had the approval of a judicial forum like the DRT. If such a conduct is overlooked and prosecution is allowed to continue, many persons including commercial entities would be hesitant to come forward and seek resolution of their disputes arising out of banking transactions which are after all commercial transactions, having predominantly elements of civil dispute(s). This in turn would have a debilitating effect on the overall economy, more so, when the focus is on settlement of commercial disputes. This is the larger picture we need to keep in mind.”

In the above case, the dispute between the parties arose out of banking transactions which are commercial transactions and are predominantly civil



in nature and it ended in a compromise settlement. It was held that the possibility of conviction of the accused is remote and bleak and that the complainant/bank on one hand issued No Objection Certificate after settling the dues and on the other hand permitted to go ahead with the criminal prosecution. Therefore, the Hon'ble Supreme Court of India held that it would adversely impact the sanctity of such settlement which has become part of the judicial proceeding and which had the approval of a Judicial Forum like the Debt Recovery Tribunal (DRT). If such a conduct is overlooked and prosecution is allowed to continue, many persons including commercial entities would be hesitant to come forward and seek resolution for the disputes that are arising out of banking transactions.

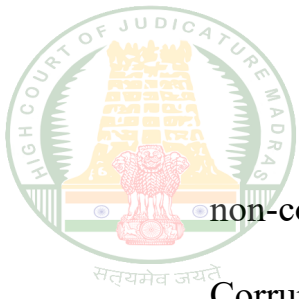
5. Mr.P.Raghunathan, learned counsel appearing for the 2nd respondent/bank submits that in fact One-Time Settlement was accepted only for the reason that the granite quarry was closed and the petitioner could not carry on business due to ban on quarry and the quarry had been exploited to the maximum limit and the quarry land could not be put to any alternative use. Further, the claim made by the bank to the Export Credit Guarantee Corporation (ECGC), was also rejected because there was no actual export/import business. The petitioner was not having any business



activity. Hence, the Bank sanctioned a One-Time Settlement to receive the dues and the One-Time Settlement will not have any bearing whatsoever on criminal cases and proceedings.

6. Heard the learned counsel appearing on either side and perused the materials available on record.

7. On perusal of the counter affidavit filed by the respondent, it is revealed that though the petitioners were issued 'No Dues Certificate', the terms and conditions therein includes that the criminal case shall be continued. Therefore, the compromise is being considered by the Bank as a commercial decision and shall have no bearing what so ever on the ongoing criminal case being carried out by the respondent and the same shall proceed as per law. Further, the One-Time Settlement will have no binding on the criminality or forgery and submission of fabricated and forged documents to avail loan from the Bank. The accused had created documents only for the purpose of availing loan and with the fraudulent intention had conspired together and prepared forged and fabricated invoices and submitted to the Bank. Therefore, the One-Time Settlement will have no implication on the offences committed by the accused. Further, the accused have committed



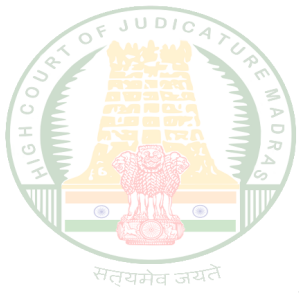
non-compoundable offences including the offence under the Prevention of Corruption Act, 1988.

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8. The learned Special Public Prosecutor for CBI appearing for the 1st respondent relied upon the following judgment:-

8. (i) In ***Gian Singh vs. State of Punjab and another*** reported in **(2012) 10 SCC 303**, the Hon'ble Supreme Court of India held as follows:-

“61. The position that emerges from the above discussion can be summarised thus: the power of the High Court in quashing a criminal proceeding or FIR or complaint in exercise of its inherent jurisdiction is distinct and different from the power given to a criminal court for compounding the offences under Section 320 of the Code. Inherent power is of wide plenitude with no statutory limitation but it has to be exercised in accord with the guideline engrafted in such power viz; (i) to secure the ends of justice or (ii) to prevent abuse of the process of any Court. In what cases power to quash the criminal proceeding or complaint or F.I.R may be exercised where the offender and victim have settled their dispute would depend on the facts and circumstances of each case and no category can be prescribed. However, before exercise of such power, the High Court must have due regard to the nature and gravity of the crime. Heinous and serious offences of mental

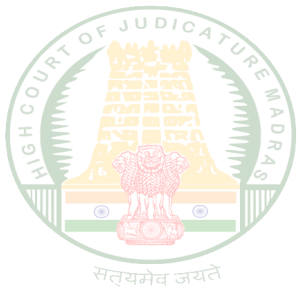


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depravity or offences like murder, rape, dacoity, etc. cannot be fittingly quashed even though the victim or victim's family and the offender have settled the dispute. Such offences are not private in nature and have serious impact on society. Similarly, any compromise between the victim and offender in relation to the offences under special statutes like Prevention of Corruption Act or the offences committed by public servants while working in that capacity etc; cannot provide for any basis for quashing criminal proceedings involving such offences. But the criminal cases having overwhelmingly and predominatingly civil flavour stand on different footing for the purposes of quashing, particularly the offences arising from commercial, financial, mercantile, civil, partnership or such like transactions or the offences arising out of matrimony relating to dowry, etc. or the family disputes where the wrong is basically private or personal in nature and the parties have resolved their entire dispute. In this category of cases, High Court may quash criminal proceedings if in its view, because of the compromise between the offender and victim, the possibility of conviction is remote and bleak and continuation of criminal case would put accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal case despite full and complete settlement and compromise with the victim. In other words, the High Court must consider whether it would be unfair or contrary to the interest of justice to continue with the criminal proceeding or



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continuation of the criminal proceeding would tantamount to abuse of process of law despite settlement and compromise between the victim and wrongdoer and whether to secure the ends of justice, it is appropriate that criminal case is put to an end and if the answer to the above question(s) is in affirmative, the High Court shall be well within its jurisdiction to quash the criminal proceeding.”

Thus, it is clear that any compromise between the victim and the offender in relation to the offences under special statutes like the Prevention of Corruption Act, 1988 or the offences committed by Public Servants while working in that capacity etc., shall not be a basis for quashing the criminal proceedings. Further, heinous and serious offences of mental depravity such as murder, rape and dacoity etc., cannot appropriately be quashed though the victim or victim families have settled the same with the accused. Therefore, the inherent power as contemplated under Section 482 of the Criminal Procedure Code has to be exercised in accordance with guideline i.e., to secure ends of justice or to prevent abuse of process of any Court. At the same time, the offence committed as against the Society at large cannot be considered even if the parties entered into compromise since such offences have a serious impact on society. It was held by the Hon’ble Three Judges Bench of the Supreme Court of India.

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9. The learned counsel appearing for the 2nd respondent/bank relied

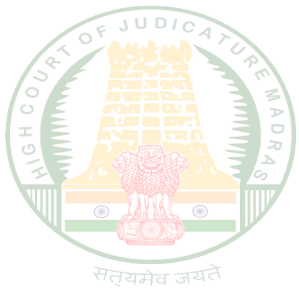
upon the following judgment:-

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9. (i) The Hon'ble Supreme Court of India in ***S.L.P.(CrI.).No.11108 of 2022, dated 11.11.2025*** in the case of ***Central Bureau of Investigation vs. M/s. Sarvodaya Highways Ltd and others*** held as follows:-

“23. Having gone through the reasons assigned by the High Court, it is apparent that while quashing the proceedings on the basis of one-time settlement, the High Court failed to advert to the following vital facts of the case which were duly established during investigation.

- (i) That there was a specific finding in the chargesheet that the defaulter company through its directors had submitted fabricated documents and misrepresented to the Bank for the purpose of procuring the cash credit facility.*
- (ii) That the appellant-CBI, on the basis of evidence collected during investigation, found that the offences of criminal conspiracy, fabrication of documents, and offences under the PC Act, were clearly made out.*
- (iii) That sanction for prosecution had been duly issued against the then Bank Manager, Mr. Nishan Lal.*
- (iv) That the amount of settlement under the one-time settlement did not cover the actual amount due to the Bank and that there was a deficit of more than 5 crores plus interest which was a direct loss to the public exchequer.*



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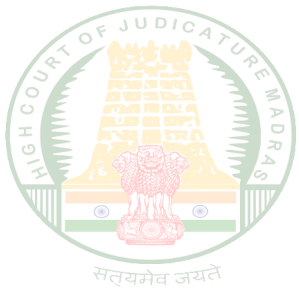
24. *The High Court, while exercising jurisdiction under Section 482 CrPC, did not consider these vital facts and quashed the proceedings merely on the basis of the alleged one-time settlement. The blanket order quashing the chargesheet in its entirety would have the effect of terminating the prosecution against the Bank Manager as well, against whom prosecution sanction has been granted.*

25. *There are plethora of judgments of this Court, some of which we have referred to above, which categorically hold that in cases involving economic offences, it is not merely the Bank that stands defrauded, but the society at large is also impacted.*

26. *It can be said without a shadow of doubt that the one-time settlement would not fetch the entire amount to which the Bank was otherwise entitled, had the cash credit account been maintained regularly. The settlement was made at around Rs.41 crores whereas, admittedly, the liability was of Rs. 52 crores approximately. One-time settlements are, as a rule, effected under circumstances where the Bank under duress is compelled to accept lesser amount in order to secure the maximum possible recovery against the defaulting account.*

27. *In this background, we feel that the High Court committed error apparent in the eyes of law by quashing the proceedings.*

28. *In the case of Jaswant Singh (supra), the dispute involved was inter se between private parties and the prosecution had been initiated only for the offences punishable under Sections 406 and 420 of the IPC. This Court thought it fit to quash the proceedings considering the fact that the accused and the*



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complainant had settled all their disputes amicably and no useful purpose would be served by allowing the prosecution to continue.

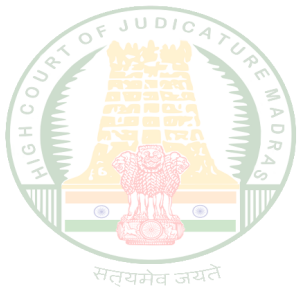
29. *In the case of B.B. Aggarwal (supra), this Court upheld the order of the High Court quashing the proceedings against the accused on the ground that the civil suits filed by the Bank against the defaulter companies and their directors for recoveries of the outstanding dues, which were subsequently transferred to Debt Recovery Tribunal stood settled by entering into a one-time settlement.*

30. *On going through the aforesaid judgments, we find that this Court did not consider the judgment in the case of Gian Singh (supra) which expressly prohibits quashing of proceedings of a criminal case on strength of a compromise where loss to public exchequer is evident and the offences under the PC Act, 1988 are applied.*

31. *In the Case of Narendra Lal Jain (supra), the offences were under Sections 420 and 120B of the IPC. This Court held that Section 420 IPC was compoundable whereas Section 120B IPC was not. In this background, the Court was persuaded to quash the proceedings holding that allowing the criminal prosecution to continue would be nothing short of an exercise in futility. Additionally, in Narendra Lal Jain (supra), there was no indication about use of forged documents to procure the loan/advance facilities from the Bank.*

32. *Furthermore, in none of these three cases did the Court observe that the amount of the one-time settlement did not cover the actual outstanding dues of the Bank.*

33. *In this background, we are of the clear opinion that the*

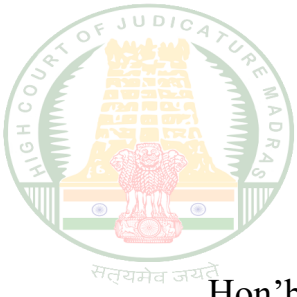


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facts involved in the three precedents relied upon by learned counsel for the respondents are clearly distinguishable and the same have no application to the case at hand.

34. Thus, we are of the opinion that the impugned judgment and order do not stand to scrutiny and deserves to be set aside. We, therefore, allow the appeal, set aside the impugned judgment and order and restore the proceedings arising out of the chargesheet dated 30th November, 2016 before the trial Court.”

10. Therefore, in cases involving economic offences, it is not merely the Bank that stands defrauded, but the society at large is also impacted. Further, the One-Time Settlement would not fetch the entire amount to which the Bank was otherwise entitled, had the cash credit account being maintained regularly. The One-Time Settlement was effected under the circumstances where the Bank under duress is compelled to accept the lesser amount in order to secure the minimum possible recovery against the defaulting account. Therefore, there was a loss to the public exchequer. Hence, the Hon'ble Supreme Court of India declined to quash the entire proceedings on settlement of the loan amount under the One-Time Settlement Scheme.



11. The judgments relied upon by the petitioner were held by the

Hon'ble Two Judges Bench of the Supreme Court of India. The case of ***Gian Singh vs. State of Punjab and another*** was held by the Hon'ble Three Judges Bench of the Supreme Court of India. Therefore, this Court is inclined to respectfully follow the ***Gian Singh*** case held by the Hon'ble Three Judges Bench of the Apex Court. Further, the judgments relied upon by the learned counsel for the petitioners are not applicable to the present case on hand.

12. In the case of ***Gian Singh vs. State of Punjab and another***, the Hon'ble Supreme Court of India held that the cases cited by the petitioner therein were quashed against the women, who were none other than the wives of the respective public servants, who were facing charges under the Prevention of Corruption Act, 1988. Further, it was held that the settlement of dues between the parties does not automatically warrant quashing of criminal proceedings and serious allegation involving fraud and criminal conspiracy are made out.

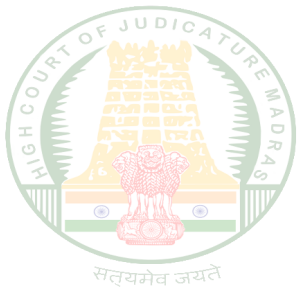
13. On perusal of the records, it was further revealed that the Banker also approved the One-Time Settlement Scheme on condition that the

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settlement proposal given by the party relates only to the recovery proceedings of the Bank and shall not in any way affect the criminal action taken by the Bank which shall continue till its logical end. Further, the Reserve Bank of India also issued guideline with regard to compromise settlement entered in bank fraud cases, wherein it is provided that the Banks may enter into compromise settlement with wilful defaulters and fraudulent borrowers without prejudice to the criminal cases against the borrowers.

14. Further, the Reserve Bank of India Master Directions on Frauds, dated 01.07.2016 revealed that no compromise settlement involving a fraudulent borrower is allowed unless the conditions stipulate that the criminal complaint will be continued. As per the Circular issued by the Reserve Bank of India, dated 08.06.2023 regulated Entities, may undertake compromise settlements or technical write-offs in respect of accounts categorised as wilful defaulters or fraudulent debtor without prejudice to the criminal proceeding underway against such debtors. That apart, already the trial had commenced and the prosecution had examined the witnesses. Therefore, this Court is not inclined to quash the entire proceedings since the accused had committed offence against the Society and had caused wilful loss to the complainant banks.



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15. Accordingly, the Criminal Original Petition is dismissed.

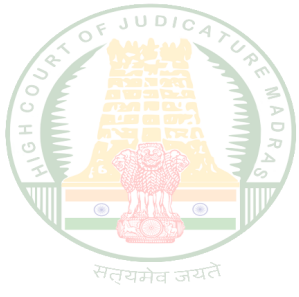
Consequently, the connected criminal miscellaneous petition is closed.

08.07.2026

Index :Yes / No
Speaking order :Yes / No
Neutral Citation :Yes / No
dm

To

1. The XI Additional City Civil and Sessions Court for CBI Cases,
Chennai.
2. The Inspector of Police,
CBI, ACB, Shastri Bhavan,
Nungambakkam, Chennai.
3. The Chief Manager,
Asset Recovery Management Branch,
Canara Bank,
770A, Anna Salai, Chennai – 600 002.
4. The Public Prosecutor,
High Court of Madras,
Chennai.



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G.K. ILANTHIRAIYAN, J.

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Pre-delivery order made in
Crl.O.P.No.20604 of 2025

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