



CRR-34-2025 (O&M), CRR-486-2025 (O&M) & CRR-499-2025 (O&M)

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

120+278

Date of decision: 04.08.2025

1. CRR-34-2025 (O&M)

SONU

....Petitioner

Versus

STATE OF PUNJAB

...Respondent

2. CRR-486-2025 (O&M)

ANIL KUMAR

....Petitioner

Versus

STATE OF PUNJAB AND ANOTHER

...Respondent

3. CRR-499-2025 (O&M)

SAHIB RAM

....Petitioner

Versus

STATE OF PUNJAB AND ANOTHER

...Respondent

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present : Mr. Harsh Neyol, Advocate for the petitioner.

Mr. B.P.Singh, AAG, Punjab.

Mr. A.S. Manaise, Advocate for respondent No.2.

SANJAY VASHISTH. J.(Oral)

1. Accused- SONU, ANIL KUMAR & SAHIB RAM were convicted, vide judgment of conviction and order of sentence dated 12.07.2019, which reads as under:-

2. On assailing the same before the learned Appellate Court, the findings recorded by the learned trial Court was maintained in appeal by the Court of Sessions, vide its judgment dated 07.11.2024. Thereupon three separate

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revision petitions i.e. CRR-34-2025 titled as SONU Vs. STATE OF PUNJAB, CRR-486-2025, titled as ANIL KUMAR Vs. STATE OF PUNJAB AND ANOTHER and CRR-499-2025 titled as SAHIB RAM Vs. STATE OF PUNJAB AND ANOTHER have been filed by the petitioners.

3. Vide order dated 28.04.2025, petitioners namely Sonu (CRR-34-2025), Anil Kumar (in CRR-486-2025) and Sahib Ram (in CRR-499-2025) were released on bail and thereupon vide order dated 20.05.2025, petitioners (in all the three revision petitions) and respondent No.2 were directed to resolve their disputes by appearing before the Mediation and Conciliation Centre of this Court.

4. As per the report dated 18.07.2025, dispute between the parties has been settled and thereupon one settlement/agreement deed dated 18.07.2025 has also been signed by all the concerned persons, including the witnesses. Terms of the settlement have been penned down in para No.6 of the settlement deed, which reads as under:-

a) It has been mutually agreed between the parties that the exchange deed dated 30.04.2025 regarding the land in dispute has been executed on 30.04.2025 between accused/petitioner Sahib Ram and one Parmod Kumar s/o Pirthi Chand r/o Village Karian, Tehsil and District Fazilka so as to finish all the dispute between the parties and to stay away from any dispute in future. Copy of exchange deed dated 30.04.2025 is attached as Annexure A1.

b) That the above said exchange deed dated 30.04.2025 has been executed but the same has not be recorded in the revenue record due to pendency of Bank Loans. The land has already been exchanged between the parties, accused party and complainant party will share the water from the water course as per their share of land. It is further clarified that the first party will enter the above-said exchange deed in the revenue record within a reasonable time

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preferably within three years.

c) That now the accused party and the complainant party do not share common boundary/vatt in agricultural land. They will only share the water from the water course as per their share of land which is 1/2 each. The first party i.e. Sahib Ram shall transfer 1/2 share of water from the water course i.e. outlet No.18580/L Odian Minor, Village Kerian, Tehsil and Districtg Fazilka in favour of second party i.e. Hanuman Ram within period of 6 months. Both the parties will submit joint application for the above-said purpose before the competent authority.

d) It is further agreed between the parties that total amount of Rs.1.50,000/- shall be paid by the accused party in the form of compensation including litigation and medical expenses to the complainant party namely Hanuman Ram in cash which has already been received by the second party.

e) The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in dispute. The parties further undertake not to use any document etc. against each other which have been left their possession after the date of present settlement/agreement or used as an evidence against each other in Court of Law.

f) As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.

g) This compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation or fraud and both the parties have agreed to abide by the terms and conditions of the agreement. Both the parties shall be bound with the terms and conditions of this compromise.



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h) The first party shall not interfere in the land of the second party. In case the first party does not fulfil or comply with the aforesaid settlement then the second party shall be at liberty to reopen the above said CRRs before this Hon'ble Court and prosecute the first party.

5. Applications i.e. CRM-29643-2025 IN CRR-499-2025, CRM-29375-2025 IN CRR-34-2025 and CRM-29639-2025 IN CRR-486-2025 have been filed for permitting to compound the offences under Sections 325, 323, read with Section 34 IPC along with affidavits of petitioners (in respective revision petitions), accepting the terms of compromise.

6. During the course of hearing, Mr. A.S. Manaise, Advocate has also filed an affidavit of respondent No.2-Hanuman Ram, aged about 62 years, wherein he has stated that by way of settlement/compromise dated 18.07.2025, dispute has been settled between the parties and said compromise has been arrived at voluntarily, without any coercion or pressure. He undertakes to abide by all the terms and conditions as recorded in the compromise.

He further submits that though the affidavit is filed on behalf of respondent No.2 in CRR-34-2025 but he has instructions to say that the said affidavit be considered *qua* all the three revision petitions, having been filed separately by the convicts.

7. Notarized affidavit of respondent No.2- Hanuman Ram dated 26.07.2025 is taken on record. Registry is directed to tag the same at an appropriate place.

8. 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)**



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1052, has observed as under:- ,

“(28) 4 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) 5 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.



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(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 everlasting 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 another v. State of Punjab and , (2014) 6 SCC 466; and Ramgopal and another v. The State of Madhya Pradesh SCC Online SC 834;***

*ii) a Division Bench judgment of this Court in the case of **Sube Singh and another another v. State of Haryana and , 2013 (4) RCR (Criminal) 102;** and*

*iii) a recent judgment passed by this Court in the case of **Lakhibir Singh v. State of Punjab and another (CRA-S2065-SB-2007, decided on 14.02.2023 : Law Finder Doc ID #2138925).***

9. In view of the compromise/settlement arrived at between the parties; by compounding the offence, proceedings can be quashed for the offence in question.

10. Since, the dispute has already been resolved, the offences under Section 325, 323 and 34 of IPC, is ordered to be compounded. Thus, Application

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i.e. CRM-29643-2025 IN CRR-499-2025, CRM-29375-2025 IN CRR-34-2025 and CRM-29639-2025 IN CRR-486-2025 are allowed, and resultantly, the judgment of conviction and order of sentence passed by the Court(s) below, is ordered to be considered inoperative and of no consequence for all intents and purposes.

11. All the three revision petitions stand disposed of, with the aforesaid observations.
12. Disposed of.
13. A photocopy of this order be placed on the file of the connected case.

04.08.2025
amandeep

(SANJAY VASHISTH)
JUDGE

Whether speaking/reasoned.	:	Yes/No
Whether Reportable.	:	Yes/No