



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

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CRM-M-9092-2024
Date of decision: 15.09.2025

GAGANDEEP SINGH THR SPA BALWINDER KAUR

.....Petitioner

VERSUS

STATE OF PUNJAB AND ANOTHER

.....Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: - Mr. Abhishek Khullar, Advocate
for the petitioner.

Mr. I.P.S Sabharwal, DAG, Punjab.

Ms. Pragun Marwaha, Advocate
for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present petition is for quashing of the order dated 27.07.2023 (Annexure P-2) passed by the Judicial Magistrate, 1st Class, Jalandhar in complaint No. NACT/5544/2019 titled as “*Nanda Medicine Centre versus Xester Biohealth LLP and others*” under Section 138 of the Negotiable Instruments Act and all the subsequent proceedings arising therefrom.



2. Learned counsel appearing on behalf of the petitioner contends that the petitioner was initially arraigned as an accused in the proceedings arising out of the aforesaid complaint. He contends that on account of the petitioner not being able to attend the Court proceedings in the said complaint, proclamation proceedings had been initiated against him pursuant to the order dated 27.07.2023 passed by the Judicial Magistrate, 1st Class, Jalandhar. He further contends that the matter was compromised between the parties vide compromise deed dated 09.11.2023 (Annexure P-3). The relevant extract thereof reads as under :-

“Whereas Gagandeep Singh (first party) with other three persons namely Gurminder Singh, Pardeep Chander Joshi and Jasmeet Singh Narang (total four partners) formed a partnership firm under the name and style of M/S Xester Biohealth LLP in the year 2014. In the said partnership firm all the partners were liable for contribution, profit and losses in the said partnership firm as per the terms and conditions of Partnership deed.

And Whereas, as per averments of party of the first part in December 2016, he took retirement from the position of Designated Partner of said partnership firm i.e. M/s Xester Biohealth LLP and with the associates associated with the firm after clearing all his liabilities and informed to all the business associates about his retirement.

And Whereas, as per averments of party of the first part, other partners assured him that they will inform the bank and other government authorities about the retirement of Gagandeep Singh (first party) but his partners did not remove his name from the partnership deed of M/s Xester Biohealth LLP.



And Whereas, as per averments of party of the first part he has no knowledge that his firm dealt with M/s Nanda Medicine Centre (second party) and M/s Xester Biohealth LLP issued cheques to M/s Nanda Medicine Centre (second party) to discharge the liability of alleged outstanding amount through its partners namely Gurminder Singh and Pardeep Chander Joshi.

And Whereas, M/s Nanda Medicine Centre (second party) has filed 8 complaints against M/s Xester Biohealth LLP under Section 138 of N.I. Act and Gagandeep Singh (first party) arrayed as accused in that cases.

And Whereas, M/s Nanda Medicine Centre (second party) also got registered an FIR No.0005, Dated 10.01.2020, under Section 406, 420, 120-B and 506 of I.P.C., PS Division No.4, against M/s Xester Biohealth LLP and their partners and it includes the name of the party of the first part as partner of M/s Xester Biohealth LLP. M/s Nanda Medicine Centre (second party) has also named some other third party firms in the said FIR.

And Whereas, Gagandeep Singh (first party) is presently residing at Canada, and he has no knowledge about the above said complaints and FIR registered against him. In the month of July, 2023 it came to his knowledge that said complaints and FIR has registered against him on the complaint of party of the second part. The total number of said complaints are pending in the Court of Sh. Akashdeep Singh Malwai, JMIC, Jalandhar vide complaint Nos. (1) NACT/5544/2019, (2) NACT/5540/2019, (3) NACT/5539/2019, (4) NACT/5538/2019, (5) NACT/5537/2019, (6) NACT/5535/2019, (7) NACT/5534/2019, (8) NACT/5533/2019 and are fixed for 07/12/2023 and in the said 8 complaints filed under Section 138



of N.I. Act the Hon'ble Court of Sh. Akashdeep Singh Malwai, JMIC, Jalandhar, has declared Gagandeep Singh (first party) as proclaimed person vide order dated 27/07/2023 and also gave directions to the SHO concerned of P.S. Navi Baradari, Jalandhar to lodge FIR under Section 174-A IPC vide above said order dated 27/07/2023.

And Whereas, as per the averment of M/s Nanda Medicine Center (second party) they had balance of an amount of Rs.15,68,536/- due towards M/s Xester Biohealth LLP and out of which one partner of firm M/s Xester Biohealth LLP namely Gurminder Singh had already compromised with the second party by paying the total sum of Rs.3,92,134/- to M/s Nanda Medicine Center (second party).

And Whereas, Gagandeep Singh (first party) who is residing at abroad and do not want any litigation in his name as such he wants to settle the dispute of all the cases in which his name is involved by M/s Nanda Medicine Center (second party) with second party and in order to remove his name from all the above said cases and he has agreed to pay an amount of Rs.5,00,000/- in lump sum as compromise amount to the second party with an intention to clear up all the pending and future litigation under Civil, Criminal and any other laws prevailing in India against him filed by the second party and to clear all their alleged claims with interest towards first party.

And Whereas, this compromise has been effected & first party will pay an amount of Rs.5,00,000/- in shape of demand draft of amounting Rs. 3,00,000/- bearing number 184687 and two cheques of amounting Rs. 1,00,000/- each bearing number 938634 and 938635 respectively of State Bank of India, Branch Guru Govind Singh Avenue, Jalandhar in favour of Nanda Medicine Centre through his attorney Smt. Balwinder Kaur, to



the second party & the second party is bound to give statements, affidavit, declaration before the Court, any authority, police and also before Hon'ble High Court for the States Punjab and Haryana at Chandigarh to withdraw/quash proceedings of all the cases/complaint/FIR registered against party of the first part due to the complaints filed by party of the second part or in consequences of the above said order dated 27/07/2023. The party of the second part is also bound to withdraw all the applications, complaints, civil litigation (if any) filed against the party of the first part which is not in the knowledge of the party of the first part in the presence of the present compromise pertaining to the matter in dispute. It is further settled that all litigations pending against first party under Civil, Criminal and any other laws prevailing in India shall be withdraw by the party of the second part and shall bound to give statement for quashing the same and second party further bound that they shall not file any litigation under Civil, Criminal and any other laws prevailing in India in future against the first party and have further agreed to compromise the matter amicably on the following Terms & Conditions:

a. That the party of the second part has no objection, if the FIR no.0005, dated 10.01.2020, under Section 406, 420, 120-B and 506 of I.P.C., PS Division No.4 registered against the party of the first part be quashed/cancelled. Here it is submitted that the said compromise only with the party of the first part as such party of the first part has no objection that the said FIR be remain stand into the name of other accused involved in the said FIR. The party of the second part is further agreed that they shall bound to give statement before the police or any other authority/Court including Hon'ble High Court to cancel/quash the proceedings of the FIR's if registered against party of the first part on the basis of above said directions given



by the Court of Sh. Akashdeep Singh Malwai, JMIC, Jalandhar, in all above said complaints filed under Section 138 Negotiable Instruments Act on the basis of the order dated 27/07/2023. The party of the second part undertakes to render all help to the party of the first part for cancellation of the FIR/FIR'S/Complaint filed against him on the complaints of party of the second part, their employees, their associates/their agents, or to make statements, if required, to get clearance in immigration process if any problem occurred due to the above said complaints/FIR/FIR's filed against party of the first part on the statement/complaint of party of the second part or their associates/agents/representatives. Further, second party shall not initiate any civil, criminal or any litigation against the first party in future.

b. That both the parties to the compromise will not resile from the terms & conditions of this compromise and shall abide the same in its true letter and the spirit and both the parties undertakes to not to file any civil or criminal case and complaint against each other as all the depute has been resolved between the parties.

c. That the content of this compromise have been read over to both the parties in there vernacular language and after admitting the same signed the same to be correct.

d. This compromise is being signed by the parties out of there free will and without any pressure in presence of following witnesses.

3. Counsel for the petitioner further submits that after the execution of the compromise, an application for recording the statement of the complainant qua compromise with the petitioner had been filed before



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the Judicial Magistrate First Class, Jalandhar. Vide order dated 07.12.2023, the following order was passed:-

“An application for recording the statement of complainant qua compromise qua accused No. 4 and for recalling PO order passed against accused No. 4 moved by complainant. The statement of complainant is recorded separately. In view of the statement, the present complainant stands Dismissed As Withdrawn qua accused No. 4.

List of property not filed for compliance of section 83 Cr.P.C. qua accused No. 2.

Adjourned to 19.01.2024 for cross examination of CW-1 and for compliance of section 83 Cr.P.C. qua accused No. 2.”

4. Counsel contends that since main complaint already stands withdrawn, no purpose would be served by keeping the proclamation proceedings alive.

5. Counsel for the respondent No.2-complainant does not dispute the aforesaid facts as well as the position in law.

6. Since the factum of settlement between the parties remains undisputed and the complaint already stands withdrawn against the petitioner herein, no purpose would be served by keeping the proclaimed offender order alive as it is likely to result in a waste of judicial time.

7. In view of the above, the present petition is allowed and the order dated 27.07.2023 passed by the Judicial Magistrate, 1st Class, Jalandhar in complaint No. NACT/5544/2019 titled as “Nanda Medicine



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Centre versus Xester Biohealth LLP and others” under Section 138 of the Negotiable Instruments Act and all the subsequent proceedings arising out of the same is hereby quashed qua the petitioner only and subject to the payment of cost of **Rs. 5,000/-** to be deposited with the ***Punjab Chief Minister Relief Fund, Account No.001934001000589, Punjab State Co-op. Bank, IFSC: TPSC0000019***, within a period of two months of receipt of a certified copy of this order.

(VINOD S. BHARDWAJ)
JUDGE

SEPTEMBER 15, 2025
Vishal Sharma

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