



CRM-M No. 17559 of 2025 1

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

237

CRM-M No. 17559 of 2025 (O&M)
Date of Decision: 16.05.2025

Dr. Vikas Saroha

.....Petitioner

Versus

State of Haryana and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Gautam Panjwani, Advocate for the petitioner.

Mr. Neeraj Sheoran, DAG, Haryana.

Mr. P.C.Arya, Advocate for respondent No.2.

MAHABIR SINGH SINDHU, J.

Present petition has been filed under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023 (for short 'BNSS'), for quashing of order dated 30.11.2024 (P-1) passed by learned Judicial Magistrate First Class, Gurugram (for short 'JMIC') in criminal complaint bearing No.NACT-11029-2021 dated 05.03.2021 titled as "*Philips India Limited versus Dr. Vikas Saroha*", along with all consequential proceedings arising therefrom.

2. Allegations are that respondent No.2-Philips India Limited had filed complaint under Sections 138 and 141 of the Negotiable Instruments Act, 1881 (for short 'NI Act') against petitioner for dishonouring of cheque bearing No.765992 dated 07.10.2020 for a sum of Rs.6,49,000/- drawn at Punjab National Bank, Civil Lines, Rohtak. Thereafter, cheque was presented for encashment, but same had been dishonoured with the remarks '*Cheque*

**CRM-M No. 17559 of 2025 2**

Stale' and that resulted into filing of the present complaint. During the pendency of complaint, petitioner absented himself and he was declared proclaimed person vide impugned order dated 30.11.2024.

3. While issuing notice of motion on 01.04.2025, this Court has passed the following order:-

“Contends, inter alia, that petitioner is inclined for an amicable settlement with respondent No.2.

Notice of motion.

Mr. Kiran Pal Singh, learned A.A.G., Haryana accepts notice on behalf of the respondent No.1; whereas, Mr. P.C. Arya, Advocate, causes representation and files Power of Attorney on behalf of respondent No.2.

Learned counsel for respondent No.2, on instructions, submits that he is not averse to the contention raised on behalf of the petitioner.

In view of the stand taken by both sides, petitioner as well as respondent No.2 shall appear before the Mediator, Mediation and Conciliation Centre of this Court on 28.04.2025.

Report be awaited for 16.05.2025. ”

4. In terms of aforesaid order, parties appeared before the Mediator and they have resolved the dispute at their own level and operative part of the settlement dated 12.05.2025, entered into between the petitioner as well as respondent No.2, reads as under:-

“a) That both the parties agree that a sum of Rs.6,49,000/- (Rupees Six Lacs and Forty Nine Thousand only) that is the amount in dispute stands already paid by the petitioner/first party to respondent No.2/second party and the claim of respondent No.2 stands fully satisfied and thus, there is nothing else left to be paid by the petitioner/first party.

b) It has been agreed between both the parties that on 16.05.2025 i.e. the next date of hearing, counsel for both the parties shall make a joint request to the Hon'ble Court that since the claim stand fully satisfied, respondent No.2 has no objection if the Hon'ble Court allows the present quashing petition and sets aside the order dated 30.11.2024 of the proclaimed person in the light of the present settlement/agreement. The second party undertakes to make a statement in the Hon'ble Court with regard to the same on the date fixed.

c) The parties further undertake not to initiate or institute any unwanted litigation against each other arising out of the matter in dispute.

**CRM-M No. 17559 of 2025 3**

d) 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.

e) This compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation 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.”

5. Perusal of the above extract reveals that both sides have settled the dispute and there is no grievance left against each other. Even before this Court also, learned counsel representing both sides i.e. petitioner as well as respondent No.2 acknowledged that matter has been amicably settled between the parties.

6. Learned State counsel, on instructions from the quarter concerned, also submitted that in the present scenario, he has no objection in case the impugned order along with all consequential proceedings are quashed and set aside.

7. In view of above, this Court is fully convinced that the offence is entirely personal in nature and does not affect any public funds. Thus, quashing of the impugned order (P-1) along with consequential proceedings, on the basis of above settlement would bring peace and harmony to secure the ends of justice.

8. Consequently, present petition is allowed; aforesaid impugned order dated 30.11.2024 (P-1) along with all consequential proceedings resulting therefrom are quashed and set aside *qua* the petitioner.

9. Needless to say that petitioner as well as respondent No.2 shall be bound by their respective stand taken before the Mediator, resulting into Settlement/Agreement dated 12.05.2025, noticed hereinabove.



CRM-M No. 17559 of 2025 4

Pending application(s), if any, shall also stand disposed off.

16.05.2025
Rajeev (rvs)

(MAHABIR SINGH SINDHU)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No