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IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

2025:PHHC:175364



CRM-M-57404-2018 (O&M)

Date of decision: 16.12.2025.

NITU SINGH AND ANOTHER

...Petitioner(s)

VERSUS

STATE OF HARYANA AND OTHERS

...Respondent(s)

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

Present :- Mr. Kumar Sushobhan, Advocate,
(Through Video Conference)
for the petitioners.

None for the respondents.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present petition filed by the petitioner(s) under Section 482 of the Code of Criminal Procedure, 1973, is for seeking quashing of FIR bearing No.1067 dated 14.11.2018, under Section(s) 406, 506 and 34 of the Indian Penal Code, 1860, registered at Police Station Hisar City, District Hisar.

Local Lawyers are abstaining from work on account of a call from the High Court Bar Association.

Briefly summarized, the facts of the case are that the respondent-complainant Arshleen Kaur, along with Brijender Singh, Vivek Singh, Rishabh Deswal, Sandeep Tomar, Ajeet Phogat, Manvinder Singh, Rohit Singh, Satish Nain, Sunil, and Pawan used to give coaching at KD Campus, Red Square Market, Hisar, and were paid a salary of Rs. 500 per hour for the same. Petitioner No.1- Nitu Singh is the owner of KD Campus and petitioner No.2- Manish Kumar (resident of Baliya, Bihar), who worked as the Centre Head of KD Campus, used to accept fees from all the children who were taking Coaching in KD Campus, paid the salaries of all the teachers, and looked after all the transactions of the Campus. Since the teachers had not received their salaries for the four previous months, they demanded them from Manish, who then asked the teachers to talk to the owner Nitu Singh. However, Nitu Singh did not receive the phone calls of the aggrieved teachers and taunted them by saying that she would not pay the amount and told them that they were free to leave the centre if they persisted on the issue of salary. On 14.11.2018 in the morning, all the teachers met Centre Head Manish and demanded salary for the services they had rendered as teachers, as work was not going on. However, Manish allegedly said that if they wanted to teach, they could teach; otherwise, they could run away, as there was a line of teachers to replace them. He then went on to say that the institute would only give the amount to the teachers when it had the requisite amount. Manish then threatened the respondent-complainant and other teachers with dire consequences when they repeatedly

asked for their salaries. The complainant and other teachers had a hunch that the petitioners would abscond after closing KD Campus, without paying the salary of the teachers and after receiving fees from the students. The present FIR thus came to be registered against the petitioners. However, with the intervention of the respectables, the parties have decided to compromise the matter. Hence, the present petition.

The present case was referred to the Mediation and Conciliation Centre of this Court vide order dated 28.07.2025, which reads thus: -

“There is no representation on behalf of the parties. On account of the matter being old and litigation having been prolonged, there is strong probability of the settlement amongst the parties.

*Due to intervening circumstances, the matter is referred to the Mediation and Conciliation Centre of this Court. Parties are directed to appear before the Mediation and Conciliation Centre on **08.08.2025** for exploring the possibility of amicable settlement between the parties.*

Parties be also informed about the next date of hearing to be held before Mediation and Conciliation Centre of this Court.”

Thereafter, the Mediator vide note dated 06.09.2025 requested for grant of more time to explore the possibility of amicable resolution of the dispute. As such, the following order was passed: -

“Reply by way of affidavit of Joginder Sharma, HPS, Deputy Superintendent of Police, Hisar already filed on behalf of respondents No.1 and 2 and the same is taken on record.

Registry is directed to tag the same at appropriate place.

There is no representation on behalf of the petitioner(s) as well as respondent No.3.

Vide note dated 06.09.2025, the Mediator, Mediation & Conciliation Centre of this Court has requested for extension of some more time for exploring the possibility of amicable settlement.

Prayer of extension of time is accepted and the parties are directed to appear before the Mediation & Conciliation of this Court as and when the date is fixed by the Mediator for exploring the possibility of amicable settlement.

Adjourned to 16.12.2025.

Parties be also informed about the next date of hearing to be held before Mediation and Conciliation Centre of this Court.”

On the resumed hearing today, the report of the Mediator has been appended with the present petition, as per which the parties have settled their dispute by way of an amicable settlement/agreement. The relevant extract of the mutual settlement/agreement dated 12.12.2025 is extracted as under: -

“5. That parties voluntarily arrived at an amicable solution resolving the above-mentioned disputes and differences with the assistance of the Mediator and their respective counsels. The parties here to confirm and declare that they have agreed on each and every term recorded in the settlement-agreement after carefully reading over and fully appreciating and understanding the contents, scope and effect thereof, as also the consequences of the breach thereof including payment of fine/penalty/forfeiture.

The following litigations are pending between the parties:

1) CRM-M-57404 of 2018 titled as "Nitu Singh & ANR versus State of Haryana &Ors." which is pending for 16-12-2025.

ii) FIR No.1067 dated 14.11.2018, under Sections 406/506/34

of Indian Penal Code registered at P.S. City, Hisar against the first party by the second party.

iii) Any other litigation filed across India filed by either of parties filed against each other arising out of present dispute with regard to salary. which do not find mentioned in the above list.

6. The parties here to confirm and declare that they have voluntarily and of their own free will arrived at this Settlement/Agreement in the presence of the Mediator which are as follows:

(a) The parties have mutually agreed to put an end to present and future litigation.

(b) It is mutually agreed between the parties that the first party will pay a sum of Rs. 50,000/- (Rupees Fifty Thousand only) to the second party as one time permanent settlement amount for past, present and future.

(c) In order to show his bonafide, first party has given cash of Rs. 25000/-(Rupees Twenty Five Thousand only) to second party before the Mediation & Conciliation Centre, Hon'ble Punjab and Haryana High Court as part settlement amount and second party has acknowledged and signed the receipt.

d) That it is mutually agreed between the parties that second party has no objection if the present FIR against the first party is quashed in view of the present settlement/agreement. It is further agreed that the first party will pay the balance amount of Rs.25000/- (Rupees Twenty Five Thousand only) before the Hon'ble High Court at the time of quashing of FIR.

e) That it is mutually agreed that after the receipt of total amount of Rs. 50,000/- (Rupees Fifty Thousand only), there is no pending claim of the second party towards first party as the entire dispute is settled.

It is further agreed that any other litigation filed by either of parties filed against each other, which do not find mentioned in the above list shall also be withdrawn. It is further agreed

that both the parties will not file any fresh litigation with regard to service. Both the parties have shed their grudges against each other. It is further agreed by all the parties to the settlement that in case of any necessity where their presence is required to make a statement or to verify any document, which are in connection with cases so filed by them before any Court or any authority they will co-operate with each other as and when required, subject to prior intimation telephonically.

e) That the parties to the settlement have agreed that they will not defame or malign the image of each other in the society and will live peacefully.

7. Both the parties undertakes that they will abide by and be bound by the agreed terms of the settlement-agreement in case of breach of any of the conditions so stipulated in the settlement-agreement by either of the party it will amount to contempt of Court and will have to face consequences.

8. Both the parties will file their respective affidavits, if necessary, affirming the terms and conditions of the settlement, as also stating that the same have been arrived at out of their own free will and volition after fully understanding the contents thereof and they would be liable for penal action in case of breach.

9. By signing this settlement-agreement the parties here to state that they have no further claims or demands against each other with respect to the suit/claim/proceedings filed by them and all the disputes and differences in this regard have been amicably settled by the parties here to through the process of Mediation and shall not institute any other case against each other with reference to the present dispute.

10. That it has been further agreed between the parties

that in case of necessity, both the parties shall be free to present the copy of the above settlement/agreement before any authority or Court if the same is required to witness the execution of the settlement/agreement or to settle any pending controversy between the parties.

11. That in case second party after the receipt of amount fails to get the FIR quashed against the First party than in that case first party is entitled to receive double the amount. In case the first party fails to pay the balance Rs.25000/- (Rupees Twenty Five Thousand only) as agreed then in that case payment already made shall stands forfeited and the second party have right to pursue the case.”

Learned counsel appearing on behalf of the petitioners submits that from a perusal of the above, it is evident that the dispute has been amicably resolved in view of the above settlement/agreement arrived at between the affected parties. He submits that half of the settlement amount i.e. Rs.25,000/-, already stands paid to the complainant party before the Mediator and he, on instructions from the petitioners, undertakes that the balance amount of Rs.25,000/- as per settlement shall be paid to the complainant party within a period of two weeks from today. He thus prays that the FIR in the present case be quashed in view of the settlement arrived at between the parties.

The broad principles for exercising the powers under Section 482, Cr.P.C (now Section 528 BNSS) were summarized by the Hon'ble Supreme Court in the matter of **'Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others versus State of Gujarat and another'** **(2017) 9 SCC 641'**. The relevant paragraphs are extracted as under:

“16.1. Section 482 preserves the inherent powers of the High Court to prevent an abuse of the process of any court or to secure the ends of justice. The provision does not confer new powers. It only recognises and preserves powers which inhere in the High Court.

16.2. The invocation of the jurisdiction of the High Court to quash a first information report or a criminal proceeding on the ground that a settlement has been arrived at between the offender and the victim is not the same as the invocation of jurisdiction for the purpose of compounding an offence. While compounding an offence, the power of the court is governed by the provisions of Section 320 of the Code of Criminal Procedure, 1973. The power to quash under Section 482 is attracted even if the offence is noncompoundable.

16.3. In forming an opinion whether a criminal proceeding or complaint should be quashed in exercise of its jurisdiction under Section 482, the High Court must evaluate whether the ends of justice would justify the exercise of the inherent power.

16.4. While the inherent power of the High Court has a wide ambit and plenitude it has to be exercised (i) to secure the ends of justice, or (ii) to prevent an abuse of the process of any court.

16.5. The decision as to whether a complaint or first information report should be quashed on the ground that the offender and victim have settled the dispute, revolves ultimately on the facts and circumstances of each case and no exhaustive elaboration of principles can be formulated.

16.6. In the exercise of the power under Section 482 and while dealing with a plea that the dispute has been settled, the High Court must have due regard to the nature and gravity of the offence. Heinous and serious offences involving mental depravity or offences such as murder, rape and dacoity cannot appropriately be quashed though the victim or the family of the victim have settled the dispute. Such offences are, truly

speaking, not private in nature but have a serious impact upon society. The decision to continue with the trial in such cases is founded on the overriding element of public interest in punishing persons for serious offences.

16.7. As distinguished from serious offences, there may be criminal cases which have an overwhelming or predominant element of a civil dispute. They stand on a distinct footing insofar as the exercise of the inherent power to quash is concerned.

16.8. Criminal cases involving offences which arise from commercial, financial, mercantile, partnership or similar transactions with an essentially civil flavour may in appropriate situations fall for quashing where parties have settled the dispute.

16.9. In such a case, the High Court may quash the criminal proceeding if in view of the compromise between the disputants, the possibility of a conviction is remote and the continuation of a criminal proceeding would cause oppression and prejudice; and

16.10. There is yet an exception to the principle set out in propositions 16.8. and 16.9. above. Economic offences involving the financial and economic well-being of the State have implications which lie beyond the domain of a mere dispute between private disputants. The High Court would be justified in declining to quash where the offender is involved in an activity akin to a financial or economic fraud or misdemeanour. The consequences of the act complained of upon the financial or economic system will weigh in the balance.”

The Hon'ble Supreme Court has held in the matter of

'Ramgopal And Another Vs State of Madhya Pradesh, 2021 SCC Online

SC 834', that the matters which can be categorized as personal in nature or

in the matter in which the nature of injuries do not exhibit mental depravity or commission of an offence of such a serious nature that quashing of which would override public interest, the Court can quash the FIR in view of the settlement arrived at amongst the parties.

Thus, in view of the report received from the Mediation and Conciliation Centre of this Court, extracted above, and the principles laid down by the Apex Court in 'Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others (supra), the instant petition is allowed. FIR bearing No.1067 dated 14.11.2018, under Section(s) 406, 506 and 34 of the Indian Penal Code, 1860, registered at Police Station Hisar City, District Hisar, along with all the subsequent proceedings arising therefrom, is hereby quashed in view of the settlement dated 12.12.2025 entered between the parties before the Mediation and Conciliation Centre of this Court.

The parties shall remain bound by the terms of the settlement. The balance amount of Rs. 25,000/- shall be paid to the complainant as per the settlement within a period of 2 weeks from today. However, in case the terms of the settlement dated 12.12.2025, are not complied with as undertaken, the complainant would be at liberty to move the appropriate application seeking revival of the present petition/FIR

Petition is allowed in the above terms.

December 16, 2025.
raj arora

(VINOD S. BHARDWAJ)
JUDGE

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