

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

2025 PHHC:150916



CRM-M-53586-2025

Date of decision: 03.11.2025

Chanderkant @ Chander and others

....**PETITIONERS**

V/s

State of Haryana and another

....**RESPONDENTS**

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Baljeet Beniwal, Advocate for the petitioners.

Mr. Gurmeet Singh, AAG, Haryana.

Mr. Ravikant Berwal, Advocate for respondent No.2.

SUMEET GOEL, J.

1. The present petition has been filed under Section 528 of BNSS, 2023 for quashing FIR No.138 dated 28.05.2016 under Sections 148, 149, 427 & 506 of IPC, registered at Police Station Sectors 17-18, District Gurugram and all consequential proceedings arising therefrom on the basis of compromise dated 18.04.2025 (Annexure P-5), which is stated to have been effected between the parties.

2 On 22.09.2025, the following order was passed:

The petitioners have approached this Court seeking quashing of FIR (Annexure P-1) and all consequential proceedings emanating therefrom on the basis of a compromise having been effected between the parties. Learned counsel for the petitioners has submitted that all concerned are parties to the present petition in terms of the dicta of the Division Bench judgment of this Court

passed in 'Rakesh Das Vs. State of Haryana and another', Neutral Citation: 2024:PHHC;147654-DB.

Notice of motion.

At this stage, Mr. Gurmeet Singh, AAG, Haryana has put in appearance on behalf of respondent No.1-State of Haryana and accepts notice.

Mr. Ravikant Berwal, Advocate has filed vakalatnama for respondent No.2. The same be taken on record.

The parties are directed to get their statements recorded qua the factum of compromise in the following manner:

(i) The parties shall appear before the trial Court/Illaq Magistrate concerned on 29.09.2025 or any date thereafter as fixed by trial Court/Illaq Magistrate for recording statements of the petitioner as well as of the complainant qua the factum of compromise. As and when any such appearance is made, the trial Court/Illaq Magistrate shall do the needful for recording the statements of the parties qua the factum of the compromise. It shall be open to the trial Court/Illaq Magistrate to either record the statements of the parties by physical process or by video conferencing as deemed appropriate by the trial Court/Illaq Magistrate.

(ii) In case the statement is to be recorded by way of video conferencing, the parties concerned shall be duly identified through video conferencing by their respective counsel, subject to the satisfaction of the Presiding Officer.

(iii) The trial Court/Illaq Magistrate may also choose to get the statements of the parties recorded through some Commissioner, appointed by the Court who would be some Advocate having sufficient standing at the Bar. In case the statement is recorded through some Commissioner, such Commissioner/Advocate shall furnish an affidavit after recording statements to the effect that the parties had appeared before him/her and he/she had recorded their statements as per law and that the

said parties had been duly identified by their respective counsel. This shall be subject to satisfaction of trial Court/Illaqa Magistrate.

After recording the statements of all the affected parties in either of the aforesaid manner, the trial Court/Illaqa Magistrate shall submit its report on the basis of the statements so recorded as to whether all the affected parties have entered into a compromise and as to whether the compromise in question is found to be a valid compromise and has been effected without there being any kind of influence or coercion.

The trial Court/Illaqa Magistrate shall also report as regards the following facts after seeking information from Investigating Officer, concerned:

(i) Whether there is any other accused other than the petitioner, arrayed in this petition?

(ii) Whether there is any other complainant or affected/ aggrieved party other than the respondents, arrayed in the petition?

(iii) Whether any accused has been declared Proclaimed Offender?

The report be submitted before this Court before the next date of hearing i.e. 28.10.2025.

The petitioners are directed to deposit a sum of ₹30,000/- as costs with the Haryana Police Welfare Fund, Bank details whereof reads thus:

Account No. 50100097073807;

IFSC Code: HDFC0000108;

Bank: HDFC Bank, Sector-8, Panchkula.

Payment of costs and production of receipt thereof shall be a condition precedent for recording of statements in the manner directed for hereinabove.”

3. Pursuant to the aforesaid order, report dated 04.10.2025 from Judicial Magistrate, Ist Class, Gurugram, has been received, which is taken on record, relevant whereof reads as under:

“4. In view of the statements suffered by the parties and oral inquiries of the complainant/victim, the undersigned is satisfied that the matter has been settled between the parties amicably/voluntarily

without any pressure or coercion. The report is accordingly submitted for the kind perusal of Lordship on the following points:

- 1) The compromise entered between the parties is genuine, voluntarily without any coercion and without any undue influence.*
- 2) There is one complainant and three accused persons in the aforesaid FIR and no accused has been declared as a proclaimed person.*
- 3) The compromise is not partial rather it is full and final between all the parties to the case.*
- 4) The Investigation officer of the case recorded his statement, submitting that accused are not involved in any other FIR/case.*
- 5) The present case as such is fixed for prosecution evidence.”*

4. Learned counsel for respondent No.2 admits the factum of parties having compromised and states that he has no objection in case the FIR and all proceedings subsequent thereto against the petitioners are quashed.

5. Learned State counsel has filed reply by way of affidavit of Assistant Commissioner of Police, Udyog, Gurugram on behalf of respondent No.1-State. Learned State counsel has further stated that he has no objection in case the FIR in question is quashed, in view of the compromise (Annexure P-5) having been effected between the parties.

6. I have heard learned Counsel for the parties and have carefully gone through the records of the case.

7. This Court and the Hon'ble Apex Court has repeatedly dealt with the issue of exercise of jurisdiction under Section 482 of the Code to quash proceeding in non-compoundable offences in the cases of ***Gian Singh vs. State of Punjab and another, 2012(10) SCC 303, Kulwinder Singh & others vs. State of Punjab & another, 2007 (3) RCR (Criminal) 1052 and Ram Gopal and another vs. State of Madhya Pradesh, 2021(4) R.C.R. (Criminal) 322 (Criminal Appeal No.1489 of 2012 decided on 29th of September, 2021).***

The proposition of law that emerges from the aforesaid decisions rendered by the Hon'ble Apex Court and this Court is :

- (a) *Power u/s 482 Cr.P.C. vested with this Court is much wider and is unaffected by Section 320 of the Code.*
- (b) *However, wider the power greater the caution.*
- (c) *The underlining principle while exercising such power is that it can be invoked to quash the proceedings recognizing compromise between the parties in the matters which are overwhelmingly and predominantly of civil character like commercial transactions or arising out of matrimonial relationship or family disputes.*
- (d) *The said power is not to be exercised in the prosecutions involving heinous and serious offences of mental depravity or offences like murder, rape, dacoity etc. as such offences are not private in nature and have a serious impact on society.*
- (e) *Section 482 Cr.P.C. casts duty upon the High Court to advance interest of justice as well. It is in recognition of this duty casted upon the High Court, that Apex Court held that the High Court would not refuse to quash FIR under Section 307 merely because FIR finds mention thereof. High Court can assess nature of injuries sustained, whether such injuries inflicted on vital/delicate parts of the body/nature of weapons used etc.*
- (f) *Such exercise at the hands of High Court would be permissible only after the evidence is collected after investigation and chargesheet is filed/charges framed during the trial. Such exercise cannot be carried out while the matter is still under investigation.*
- (g) *While quashing FIR in non-compoundable offences even which are of private in nature, High Court is required to consider antecedents of the accused, conduct of the accused and whether he was absconding or whether he has managed the complainant to enter into a compromise.*

The statutory provision of Section 528 of BNSS, 2023 is same as the statutory provision of Section 482 of Cr.P.C., 1973. Therefore, the above said principles of law would apply to a petition under Section 528 of BNSS, 2023 as well.

8. Thus, keeping in view the aforesaid facts and circumstances, this Court is of the considered opinion that it is a fit case to exercise jurisdiction vested u/s 528 of BNSS, 2023 to quash the FIR as :-

- (i) *Putting a quietus to the proceedings will bring peace and tranquility amongst parties & will accordingly further the cause of substantial justice.*
- (ii) *The offences alleged are primarily of private nature.*
- (iii) *The parties have compromised.*
- (iv) *As per the report received the compromise is said to be voluntary in its nature.*
- (v) *Complainant/victim is reported to have entered into compromise on his own volition*

9. Consequently, the petition is allowed. FIR No.138 dated 28.05.2016 under Sections 148, 149, 427 & 506 of IPC, registered at Police Station Sectors 17-18, District Gurugram and all consequential proceedings arising therefrom, on the basis of compromise (Annexure P-5), are, hereby, quashed qua the petitioners.

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

(SUMEET GOEL)
JUDGE

03.11.2025
Naveen

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