

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

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2025:PHHC:179152



CRM-M-58452-2025 (O&M)
Date of decision: 18.12.2025.

RAJAN GULATI AND ANOTHER

.....Petitioners

VERSUS

STATE OF HARYANA AND ANOTHER

.....Respondents

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

Present: - None.

VINOD S. BHARDWAJ, J. (Oral)

1. Lawyers are abstaining from work on account of a call from the High Court Bar Association.
2. Prayer in the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 is for quashing of FIR bearing No.112 dated 16.06.2025 registered under Sections 406, 420, 467, 468, 471, 120-B of the Indian Penal Code and Section 24 of the Emigration Act, at Police Station Sector-7, Panchkula along with all subsequent proceedings arising therefrom on the basis of compromise deed/settlement deed dated

20.06.2025 (Annexure P-2).

3. Briefly summarized, the facts of the present case are that the respondent-complainant, Jyotsna Bhuchar, came across her school batchmate and petitioner No.1- Rajan Gulati, after a period of 20 years. Since the complainant was contemplating sending her son to the United States for his studies, petitioner No.1 proposed to her that he owned a US company, registered in the name of Aegis Telecom LLC and that he could get her a work permit. The complainant then handed over Rs. 50 lakh to him on an assurance that if he were unable to arrange a work permit, he would refund the money to her. On 25.03.2023, petitioner No.1 entered into an agreement with the complainant and took Rs.30 lakh from her; 10 lakh in cash and 20 lakh through RTGS from the complainant's Axis Bank account. Thereafter, petitioner No.1 and his wife, Shaista (petitioner No.2), visited the complainant in Gurgaon and assured her that the US work permit was on its way and that Rs.20 lakh was to be paid to the petitioners' partner Lawrence Gilioli. The complainant then paid Rs. 20 lakh to Shaista, and the petitioners' company hired the former's legal services on a monthly retainer of Rs. 1,25,000/-. However, even the said fees were paid irregularly and the promise made by the petitioners to convert the complainant's B1/B2 visa to an H1B visa (work visa) was never fulfilled. The company Aegis Telecom LLC was also found to be a dummy and it had been inoperational since 2023. The complainant thus alleged that the letter dated 06.05.2024, that had been issued to her in the name of US Embassy, was a forged document. The present FIR thus came to be registered against the petitioners.

4. However, with the intervention of the respectables from both

sides, the matter has now been settled and amicably resolved. Hence, the present petition. It is averred in the petition that the compromise amongst the parties was effected on account of free will and without any pressure and coercion.

5. Pursuant to the order dated 16.10.2025 passed by this Court, a report has been received from the Chief Judicial Magistrate, Panchkula, vide Memo No. 1139 dated 03.11.2025. The relevant extract of the report reads thus:-

“5. In light of the submissions made in the preceding paragraphs and the statement made by the Investigating Officer of the case, the following report is hereby submitted as under:-

- (i) As per statement of Investigating Officer, **there are only two accused persons in the present case/FIR namely Rajan Gulati & Shaista Gulati and arrest of accused Shaista Gulati is still pending.***
- (ii) **There is only one complainant/victim in the present case namely Jyotsna Bhuchar.***
- (iii) As per statement of Investigating Officer, no accused has been declared proclaimed offender.*
- (iv) It further appears that accused persons and complainant are parties to the compromise and their statements got recorded to that effect in the Court.*
- (v) In view of the statements of the parties recorded in the Court, compromise appears to have been entered into voluntarily, without any coercion and out of their free will.”*

6. The broad principles governing the exercise of powers under Section 482 of the Code of Criminal Procedure 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' wherein it was held as under: -

"16. The broad principles which emerge from the precedents on the subject, may be summarised in the following propositions:

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 non-compoundable.

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.”

7. The Hon'ble Supreme Court has held in '**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.

8. On consideration of the above, the following relevant factors emerge for supplementing a case for invocation of the powers under Section 528 of BNSS, 2023:-

- a. The complaint in question emanated from a monetary dispute amongst the parties regarding the studies of the complainant's son in the United States as well as her work permit.
- b. It is established from the report of Chief Judicial Magistrate, Panchkula that a compromise has been effected voluntarily

between the parties and the same is genuine and without any coercion or any undue pressure.

- c. Petitioners are in their forties and continued incarceration in a criminal case will cause severe repercussions to the petitioners in the discharge of their social obligation as well as at their workplace and may adversely impact their careers.
- d. The FIR in question pertains to the year 2025 and the case is still at an initial stage. Petitioner No.1 and the respondent-complainant are also schoolmates. Putting an end to the proceedings will bring peace and tranquillity among parties.
- e. The offence(s) in question cannot be said to be heinous or that would be shocking to the collective conscience of the society. It can also not be termed as one shocking to the conscience of the Court;
- f. Continuation of the proceedings, with the complainant unlikely to support the case of the prosecution, would serve no larger public purpose and would only result in a waste of judicial time.

9. In view of the report submitted by the Chief Judicial Magistrate, Panchkula and having regard to the settled principles laid down by the Hon'ble Supreme Court on the subject, the instant petition is allowed. The aforesaid FIR bearing No.112 dated 16.06.2025 registered under Sections 406, 420, 467, 468, 471, 120-B of the Indian Penal Code and Section 24 of the Emigration Act, at Police Station Sector-7, Panchkula

along with all subsequent proceedings arising therefrom, **are hereby quashed** on the basis of the compromise deed/settlement deed dated 20.06.2025 (Annexure P-2).

10. Petition is allowed.

DECEMBER 18, 2025
raj arora

(VINOD S. BHARDWAJ)
JUDGE

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