

**CRR-2521-2024(O&M)****1**

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

**CRR-2521-2024 (O&M)
Decided on : 26.09.2025**

Navdeep Kumar alias Navdeep Goyal**.....PETITIONER**

VERSUS

State of Punjab and another**.....RESPONDENTS****CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH.**

Present: Mr. S.P.S. Chakal, Advocate for the petitioner.

Mr. Neeraj Madaan, Sr. DAG, Punjab.

Mr. Aditya Sharma, Advocate for respondent No.2.

SANJAY VASHISTH, J (ORAL)**CRM-39350-2025**

i) Present application has been filed under Section 528 of BNSS, seeking correction in paragraph No. 1 of the grounds of the revision petition and in the prayer clause as well.

ii) Learned counsel for the applicant-petitioner submits that inadvertently two complaint numbers, namely Complaint No. 3551 and Complaint No. 3552, have been mentioned in paragraph No. 1 and the prayer clause of the revision petition. Initially, petitioner was convicted in both complaints by the learned trial Court; however, petitioner was subsequently acquitted by the learned Additional Sessions Judge, Patiala, in Complaint No. 3551, whereas the conviction was upheld in Complaint

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No. 3552. Counsel prays that the petitioner intends to challenge the impugned judgment only in respect of Complaint No. 3552.

iii) Notice of the application has been issued.

iv) Mr. Neeraj Madaan, Senior Deputy Advocate General, Punjab, and Mr. Aditya Sharma, Advocate, appear on behalf of respondents No. 1 and 2 respectively. They have no objection if the prayer made by the applicant-petitioner is allowed.

v) For the reasons enumerated in the application, same is allowed. However, the amended grounds of revision, including the prayer clause, are not appended to the present application. Counsel is directed to file the same in the registry within three days from today.

Application stands disposed of

CRM-34037-2025

Present application has been filed under Section 528 of BNSS, for placing on record affidavit of respondent No.2 with regard to the terms and conditions of the settlement/agreement dated 10.02.2025.

For the reasons enumerated in the application, same is allowed and the documents is taken on record. Registry is directed to tag the same at appropriate place with the paper-book.

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1. Present revision petition has been filed against the impugned judgments dated 16.08.2018 and 27.11.2024, passed by the learned Judicial Magistrate First Class, Patiala, and the learned Additional Sessions Judge, Patiala, respectively, whereby both courts below in



convicted the petitioner for the alleged offence under Section 138 of the Negotiable Instruments Act.

In Complaint No. 3552, the petitioner was sentenced to undergo rigorous imprisonment for one year and to pay compensation of ₹15,00,000/- along with 12% interest per annum from the date of transaction till actual realization. The learned Additional Sessions Judge, Patiala, upheld the judgment of the trial court and dismissed the appeal filed by the petitioner on the basis of surmises and conjectures.

However, the judgment and order of sentence dated 16.08.2018 were set aside by the learned Additional Sessions Judge, Patiala, with respect to Complaint No. 3551.

2. During the pendency of the revision petition before this Court, dispute between the parties was amicably resolved, and thereupon, on 11.02.2025, following order was passed by this Court:-

“ The dispute pending before this Court was in regard to the alleged offence committed by the petitioner under Section 138 of Negotiable Instruments Act and vide order dated 16.01.2025, it was referred to the Mediation and Conciliation Centre of this Court.

Parties have resolved their dispute by executing settlement/agreement deed dated 10.02.2025 before the Mediation and Conciliation Centre and apart the Mediator, same has been signed by the concerned parties including witnesses. Both the counsels are ad idem to the fact that as per settlement deed before Mediation and Conciliation Centre of this Court, the last instalment/balance amount is to be paid by the petitioner in the month of June, 2025.

Thus, prays for adjournment somewhere in the month of July, 2025.



Adjourned to 10.07.2025.

The order of interim suspension of sentence shall continue till the next date of hearing.

Photocopy of this order be placed on the file of connected case. ”

3. Learned counsel for complainant has filed affidavit of respondent No.2 vide CRM-34037-2025 and submits that the dispute between the petitioner and respondent is now settled.

Counsel refers to paragraph Nos. 2 and 3 of the affidavit dated 19.08.2025, wherein, it has been categorically stated by the deponent that the entire amount has been received by him and the complainant has no objection, if the application for compounding of the offence is allowed and judgments dated 16.08.2018 and 27.11.2024 are set aside.

For reference, paragraph No.2 and 3 of the affidavit dated 19.08.2025 are reproduced herebelow:

“1 .xxx

2. *That as per the paragraph No.9(iii) the deponent had undertaken that in case the entire payment is made by the Petitioner, the deponent shall have no objection if the Petitioner is acquitted of all charges, in criminal revision bearing No. 2521 of 2024. The deponent has received the entire amount, hence he has no objection if the accused/Petitioner is acquitted of the aforementioned offences. The deponent also compounds the offence under Section 138 of N.I. Act which was committed by the Petitioner due to dishonor of his cheque of Rs. 15 lacs, which resulted in his conviction by the learned trial Court vide judgment dated 16.08.2018 and his conviction*



was maintained by the learned Appellate Court vide judgment dated 27.11.2024. The accused/Petitioner has preferred CRR No.2521 of 2024 against the said conviction, the deponent has no objection if the same is allowed as prayed for.

3. *That the deponent has no objection, if the CRM-30627 of 2025 filed in CRR No.2521 of 2024 by the accused/Petitioner for compounding of the offence under Section 138 of Negotiable Instruments Act, is allowed. The deponent hereby reaffirms that he has compounded the offence under Section 138 of NI Act, which was committed by the accused/petition.*

4. *xxx”*

4 Reliance is placed upon the Full Bench of this Court in

Kulwinder Singh and others v. State of Punjab and another, 2007 (3)

RCR (Criminal) 1052, has observed as under:-

“(28) *To conclude, it can safely be said that there can never be any hard and fast category which can be prescribed to enable the Court to exercise its power under Section 482 of the Cr.P.C. The only principle that can be laid down is the one which has been incorporated in the Section itself, i.e., "to prevent abuse of the process of any Court" or "to secure the ends of justice”.*

(29) *In **Mrs. Shakuntala Sawhney v. Mrs. Kaushalya Sawhney and others**, Hon'ble Krishna Iyer, J. aptly summoned up the essence of compromise in the following words:*

“The finest hour of justice arrives propitiously when parties, despite falling apart, bury the hatchet and weave a sense of fellowship of reunion.”

(30) *The power to do complete justice is the very essence of every judicial justice dispensation system. It cannot be diluted by distorted perceptions and is not a slave to anything, except to the caution and circumspection, the standards of which the Court sets before it, in exercise of*



such plenary and unfettered power inherently vested in it while donning the cloak of compassion to achieve the ends of justice.

(31) *No embargo, be in the shape of Section 320(9) of the Cr.P.C., or any other such curtailment, can whittle down the power under Section 482 of the Cr.P.C.*

(32) *The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 of the Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is "finest hour of justice". Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the Court by exercising its powers under Section 482 of the Cr.P.C. in the event of a compromise, but this is not to say that the power is limited to such cases. There can never be any such rigid rule to prescribe the exercise of such power, especially in the absence of any premonitions to forecast and predict eventualities which the cause of justice may throw up during the course of a litigation.*

(33) *The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice.*

(34) *The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and ever-lasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and*



prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery.”

5. In this regard, counsel for the petitioner has also placed reliance on the judgment(s) of:

- i) Hon’ble the Supreme Court rendered in the cases of **Narinder Singh and others v. State of Punjab and another**, (2014) 6 SCC 466; and **Ramgopal and another v. The State of Madhya Pradesh**, 2021 SCC Online SC 834;
- ii) a Division Bench judgment of this Court in the case of **Sube Singh and another v. State of Haryana and another**, 2013 (4) RCR (Criminal) 102; and
- iii) a recent judgment passed by this Court in the case of **Lakhbir Singh v. State of Punjab and another** (CRA-S2065-SB-2007, decided on 14.02.2023 : Law Finder Doc ID #2138925).

6. Thus, on the basis of cited judgments counsel submits that in view of the compromise/settlement arrived at between the parties; by compounding the offence, proceedings can be quashed for the offence in question.

7. Since, the dispute has already been resolved, the offence under Section 138 of the Negotiable Instruments Act, is ordered to be compounded. Thus, CRM-30627-2025 in CRR-2521-2024, is allowed, and resultantly, the judgment of conviction and order of sentence passed



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by the Court(s) below, is ordered to be considered inoperative and of no consequence for all intents and purposes.

8. Present revision petition stands disposed of, with the aforesaid observations.

9. Pending miscellaneous application(s),` if any, shall stand disposed of.

26.09.2025
Rashmi

(SANJAY VASHISTH)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>