



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

160

CRM-M-60506-2025

SANDEEP KUMAR ALIAS SANDEEP SINGH

....PETITIONER

V/s

UNION TERRITORY OF CHANDIGARH AND ANOTHER

....RESPONDENTS

Date of decision: 22.12.2025

Date of Uploading:22.12.2025

CORAM: HON'BLE MR. JUSTICE SUMEET GOEL

Present: Mr. Vijay Lath, Advocate for the petitioner.

Mr. Vipin Pal Yadav, APP, UT Chandigarh.

Mr. Manjot Singh Gujral, Advocate for respondent No.2
(through VC).

SUMEET GOEL, J.

1. The present petition has been filed under Section 528 of BNSS, 2023 for quashing of FIR No.0117 dated 02.08.2025 under Sections 316(2), 318(4), 61(2) of BNS and Section 24 of the Immigration Act, 1983, registered at Police Station South Sector 34 Chandigarh, and all consequential proceedings arising therefrom on the basis of compromise dated 25.09.2025 (Annexure P-2), which is stated to have been effected between the parties.

2 On 30.10.2025, the following order was passed:

“The petitioner has 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 petitioner 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. Vipin Pal Yadav, Addl. P.P., U.T. Chandigarh has put in appearance on behalf of respondent No.1-U.T. Chandigarh and accepts notice.

Mr. Manjot Singh Gujral, 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 10.11.2025 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/Illaq Magistrate.

After recording the statements of all the affected parties in either of the aforesaid manner, the trial Court/Illaq 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/Illaq 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. 01.12.2025.

The petitioner is/are directed to deposit a sum of ₹30,000/- as costs with the High Court Lawyers Welfare Fund, Bank details whereof reads thus:

Account No.65018692589;

IFSC Code: SBIN0050306;

Branch Code: 50306;

Bank: State Bank of India, High Court Branch, Chandigarh

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 28.11.2025 from Judicial Magistrate, Ist Class, Chandigarh, has been received, which is taken on record. As per the report, the Trial Court has recorded as follows:-

“ 1. Whether there is any other accused other than the petitioner, arrayed in this petition?

2. Whether there is any other complainant or affect/aggrieved party other than the respondents, arrayed in the petition?

3. Whether any accused has been declared proclaimed offender?

In this regard, it is submitted that both the parties i.e. complainant namely Harman Kaur and accused namely Sandeep Kumar have appeared on 26.11.2025 and their statements have been recorded.

The complainant Harman Kaur has stated the present case bearing FIR No.117 dated 02.08.2025, under Sections 316(2), 318(4), 61(2) of the Bhartiya Nyaya Sanhita, 2023 and Section 24 of the Emigration Act, 1983, Police Station, Sector-34, U.T., Chandigarh has been got registered by her against the accused namely Sandeep Kumar.

Now with the intervention of respectables, she has entered into compromise with the said accused namely Sandeep Kumar. A written compromise deed dated 25.09.2025 was executed which is Ex.PX. As per the compromise, she has received demand draft bearing No.733630 dated 24.11.2025 of Rs.3 lakhs drawn on State Bank of India, Sector 70, Mohali from the accused. Copy of DD is Mark PB. Further, as per compromise, she has handed over cheque bearing No.015870 dated 13.02.2025 to accused. She will not claim the cheque amount from the accused in future. Photocopy of her



Adhar card is Mark-A. She identified her signatures upon above compromise. She will remain bound by the compromise Mark PX. She has entered into compromise with her free consent, without any pressure and coercion. She has no objection if the afore-said FIR is quashed by Hon'ble High Court.

Thereafter, the statement of accused person namely Sandeep Kumar has been recorded wherein he has stated that the present case bearing FIR No.117 dated 02.08.2025, under Sections 316(2), 318(4), 61(2) of the Bhartiya Nyaya Sanhita, 2023 and Section 24 of the Emigration Act, 1983, Police Station, Sector-34, U.T., Chandigarh was got registered against him at the instance of complainant Harman Kaur. Now with the intervention of respectables, he had entered into compromise with the said complainant. Photocopy of compromise dated 25.09.2025 is Mark PX. He has deposited the cost of Rs.30,000/- with High Court Lawyers Welfare Fund on 10.11.2025, in view of order of Hon'ble High Court and the same is Mark PA. As per the compromise, he has handed over the demand draft bearing No.733630 dated 24.11.2025 of Rs. 3 lakhs drawn on State Bank of India, Sector 70, Mohali to the complainant. Copy of DD is Mark PB. Further, as per compromise, he has received cheque bearing No.015870 dated 13.02.2025 from the complainant. Photocopy of his Adhar card is Mark-PC. He identified his signature upon above compromise. He will remain bound by the compromise Mark PX. He has never been declared proclaimed offender by any Court of law and no PO proceedings are pending against him. The present FIR may kindly be quashed. The statement of the Investigating Officer namely SI Suresh Kumar, No.1296/CHG has also been recorded on 27.11.2025, who has suffered the statement that he is Investigating Officer of the above-noted case/FIR. The present case has been registered on the complaint of complainant Harman Kaur daughter of Amrik Singh against the owner of Blue Hills Emigration and Ors. Investigation of the present FIR has been conducted so far and accused Sandeep Kumar has been nominated as accused in this case. Apart from said accused Sandeep Kumar, no other person has been arrayed as accused in this case, till date. Apart from the complainant, there is no other complainant/victim in the present case. However, it is pertinent to mention here that one more complaint of complainant namely Simrandeep Singh son of Sh. Palvinder Singh is also pending against the above-said Blue Hills Emigration which is still pending consideration. Till date, there is only one accused in the present FIR i.e. Sandeep Kumar and apart from him, there is no other person arrayed as accused in the present FIR. As per record, the accused has not been declared as proclaimed offender by any Court of law, in the present FIR. The present case is at the stage of investigation. Respected sir, as per the statement of Investigating Officer there is only one person involved as accused in the present case and his name is 'Sandeep Kumar' i.e. the petitioner in the quashing petition. There is also one complainant/victim in this case and her name is 'Harman Kaur' i.e. respondent No.2 in the quashing petition. As per the statement of Investigating Officer, the accused is not proclaimed offender. After going through the above statements of complainant Harman Kaur and accused Sandeep Kumar this Court is of the



opinion that compromise effected between the complainant and accused/petitioner is valid compromise and has been effected without there being any kind of influence or coercion. The present FIR is under investigation. Further, it is submitted that as per the condition of your goodself, the accused has deposited the amount of Rs.30,000/- and the receipt of the same is also enclosed herewith. ”

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 petitioner is quashed.

5. Similarly, learned State counsel has stated no objection in case the FIR is quashed based upon the compromise (Annexure P-2).

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.0117 dated 02.08.2025 under Sections 316(2), 318(4), 61(2) of BNS and Section 24 of the Immigration Act, 1983, registered at Police Station South Sector 34 Chandigarh, and all consequential proceedings arising therefrom on the basis of compromise dated 25.09.2025 (Annexure P-2), are, hereby, quashed.
10. Pending application(s), if any, shall also stand disposed off.

(SUMEET GOEL)
JUDGE

22.12.2025
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No