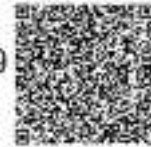


IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

270

2026:PHHC:074579



CRM-M-3407-2026 (O&M).
Date of decision: 12.05.2026.

SUNIL KUMAR AND ANOTHER

...Petitioner(s)

VERSUS

STATE OF HARYANA AND ANOTHER

...Respondent(s)

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

Present :- Mr. Akshay Kumar Dahiya, Advocate,
for the petitioner(s).

Mr. Onkar Singh Wahla, Sr. DAG, Haryana.

Mr. Mukul Khari, Advocate,
for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present petition under Section 528 of the Bharatiya
Nagarik Suraksha Sanhita, 2023 is for quashing of case bearing FIR No.281
dated 03.09.2024 under Section(s) 115(2), 127(2), 333 and 351(2) of the
Bharatiya Nyaya Sanhita, 2023, registered at Police Station Sadar, District
Sonipat, Haryana, along with all subsequent proceedings arising therefrom
on the basis of compromise dated 15.01.2026 (Annexure P-2).

2 The aforesaid FIR was registered on the statement of complainant Naveen son of Sita Ram which reads as under: -

“To S.H.O., Police Station Sadar, Sonapat Subject: Regarding taking legal action against Sunil and Anil, sons of Satpal, residents of Village Kami, District Sonapat, because on 26.08.2024 they came to Bonn Nutrients Pvt. Ltd., Ganaur Road, Rakkha Kami, District Sonapat at 08:50 AM, forcibly put a lock on the gate and entered the company, assaulted the applicant and snatched Rs.3,500/-, and again came at 02:43 PM and threatened. Sir, It is submitted that the applicant is a simple, respectable person, who for the last about 6 months has been working as Chief Security Officer in Bonn Nutrients Pvt. Ltd., Ganaur Road, Rakkha Kami, District Sonapat. The said. company has been running the Bonn brand for the last about 7 years. Generally, the above-mentioned Sunil and Anil used to come on different days for one reason or the other and abuse/quarrel at the company gate. However, since the applicant used to think of peacefully doing his service, he used to inform the company owners about such incidents and somehow manage the matter. But on 26.08.2024, these two brothers crossed all limits. They came to the company at around 08:50 AM and forcibly put a lock on the company gate. Some security guards working there, who are residents of Village Kami itself, tried to explain to them, but both brothers ultimately entered the company premises and came inside the applicant's room and started beating the applicant and threatening him, saying: "Go and tell your owners; we will ourselves take possession of the land which we had sold." On this, when the applicant said that you people come daily and show hooliganism, we are outsiders; we want to do our duty peacefully-then both said: "You talk too much; we will set you right." Thereupon, Sunil, with a kassi (spade) in his hand, tried to strike on the applicant's head. The applicant stepped back,

due to which the kassi did not hit his head. In the meantime, Anil caught hold of the applicant from behind and threw him down and snatched the applicant's purse. From the purse he took out the money i.e. about Rs.3,500/-, then struck on the applicant's mouth and told him: "If you try too much to support the company owners, we will cut you with the kassi and kill you." After this incident the applicant became terrified. Work in the entire company remained stopped for about 4 hours due to fear. At about 2:43 PM, the above-mentioned Sunil again came holding a kassi and when he saw that the lock put on the gate had been opened by us, he again came to the applicant's room, abused him and threatened him. After this incident, the applicant became mentally disturbed and leaving his duty, went to his home at Charkhi Dadri. After repeated persuasion and assurance by the company owners, the applicant came today and after discussion with the company owners it was decided that work cannot continue in such fear, and the person who committed the offence must receive punishment. Therefore, regarding the incident which occurred with the applicant on 26.08.2024, the applicant submits his request for legal action and prays that legal action be taken against the above two brothers."

3 However, with the intervention of the respectables, the parties have decided to compromise the matter. Hence, the present petition.

4 Subject to deposit of cost of Rs. 10,000, the parties were directed to appear before the learned trial Court/Illaqa Magistrate vide order dated 22.01.2026 of this Court, to get their statements recorded regarding the compromise arrived at between the parties and a report in this regard was called for.

5 Pursuant to the said order, a report has been received from the

Judicial Magistrate First Class, Sonipat vide Endst. No.99 dated 02.03.2026.

The relevant extract of the report is reproduced as under: -

“1. As per the statement of parties, I believe that compromise has been arrived between the parties voluntarily and without any coercion, pressure of any kind or undue influence. The compromise effected between the parties seems to be genuine and outcome of free consent of the parties.

2. As per statement of ASI Salinder No. 150/SPT (Investigating Officer at PS Sadar, Sonapat), there are only two accused persons namely Sunil Kumar, son of Satpal and Anil Kumar, son of Satpal both residents of village Kami, Sonipat arrayed as accused persons.

3. As per statement of ASI Salinder No. 150/SPT (Investigating Officer at PS Sadar, Sonapat), there is only one complainant/Victim namely Naveen Kumar, son of Sitaram Phogat arrayed as complainant.

4. As per the statement of parties, complete compromise have been effected between the parties.

5. The case is at the stage of prosecution evidence.

6. As per statement of ASI Salinder No. 150/SPT (Investigating Officer at PS Sadar, Sonapat), no other criminal proceedings are pending against the accused persons in any other criminal Court.

7. As per the statement of ASI Salinder No. 150/SPT (Investigating Officer at PS Sadar, Sonapat), no proclamation proceedings are pending against either of the parties.

6. Learned State counsel does not dispute the factum of the compromise amongst the parties and does not have any serious objection to the resolution of the dispute amongst the parties.

7 Learned counsel for respondent No.2 reiterates the settlement and his concurrence to the FIR and all the other consequential proceedings being quashed.

8 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 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.”

9 In **Mrs. Shakuntala Sawhney Vs. Mrs. Kaushalya Sawhney and others, reported as (1980) 1 SCC 63,** Hon’ble Krishna Iyer J. aptly summed 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.”

10. The following relevant factors emerge from perusal of the case as well as the subsequent developments supplementing a case for invocation of the powers under Section 528 BNSS:-

(i) It is established from the report of the Judicial Magistrate

First Class, Sonipat that a compromise has been effected voluntarily between the parties restoring peace and harmony between them.

(ii)The petitioners are aged 33 and 32 years respectively and continuation of criminal proceedings would have a serious adverse impact on their future prospects, employment opportunities and social standing.

(iii)The occurrence does not reflect any deep-rooted criminal intent or continuing threat to society.

(iv)The offences alleged, though not to be condoned, cannot be categorised as heinous or of such a nature that they shock the conscience of society or warrant continuation of prosecution despite settlement.

(v)In view of the compromise, the complainant is unlikely to support the case of the prosecution, thereby rendering the possibility of conviction remote.

(vi)Continuation of the criminal proceedings in such circumstances would not serve any larger public interest and would result in unnecessary harassment to the parties.

(vii)The ends of justice would be better served by putting an end to the proceedings rather than allowing them to continue as an exercise in futility, leading to wastage of precious judicial time.

11 In view of the report of the Judicial Magistrate First Class, Sonipat and having regard to the settled principles laid down by the Hon’ble Supreme Court on the subject, the instant petition is allowed. FIR No.281 dated 03.09.2024 under Section(s) 115(2), 127(2), 333 and 351(2) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station Sadar, District Sonipat, Haryana, along with all subsequent proceedings arising therefrom, is hereby quashed on the basis of compromise dated 15.01.2026 (Annexure P-2) entered between the parties.

12. Petition is allowed in above terms.

May 12, 2026.	(VINOD S. BHARDWAJ)
raj arora	JUDGE
<i>Whether speaking/reasoned</i>	: Yes/No
<i>Whether reportable</i>	: Yes/No