



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

267

CRM-M-7686-2026(O&M)

Date of decision: 11.05.2026

Mandeep Singh

...Petitioner(s)

VERSUS

State of Haryana and another

...Respondent(s)

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

Present :- Mr. Shubham Verma, Advocate for
Mr. Parampreet Singh Bajwa, Advocate for the petitioner.

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

Mr. Rakesh Karantar, Advocate for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present petition filed under Section 528 of Bharatiya Nagarik Suraksha Sanhita, 2023 is for seeking quashing of case bearing FIR No. 430 dated 31.10.2025 registered under Sections 406, 420, 120B of the Indian Penal Code, 1860 and Section 24 of the Emigration Act, 1983 at Police Station Chandimandir, District Panchkula along with all consequential proceedings arising therefrom on the basis of compromise deed dated 29.01.2026 (Annexure P-2).

2. The aforesaid FIR was registered on the complaint of Narinder Singh son of Jaspal Singh resident of Village Bhareli, District Panchkula.

Relevant part of which is extracted as under:-

“...I, Narinder Singh son of Sh. Jaspal Singh, resident of village and post Bhareli, District Panchkula, do agricultural work. That I was in search of going abroad on a work permit. 1. That

in May 2023, I went to my village to my brother Aman Kumar son of Sh. Tarsem Singh. There one person was already sitting. Aman Kumar introduced me to that person stating that he is my brother and belongs to my family and he also wants to go abroad. That person told me that his name is Mandeep Singh, that he is an agent and that he has a company named GIG Consultant, which sends people abroad on work permits, tourist visas and study visas, and that he would also arrange work for me there as they have complete arrangements there. I told accused Mandeep Singh that I also want to go to New Zealand on a work permit but want all the work to be done properly and in a completely legal manner. The agent Mandeep Singh stated that all their work is genuine and completely legal and that they send people abroad legally, and to make me believe, he showed some documents and photos on his phone and said that they also have a government licence to send people abroad and that all their work is completely legal. He further said that he is also sending Aman Kumar's brother abroad and all his work is being done through them. I believed him. When I asked accused agent Mandeep Singh about the legal fees and expenses for sending me to New Zealand, he told me that the total expense would be 15 lakhs. When I asked how the payments were to be made, the accused said that he would tell me how to make the payments. The accused asked me for my passport, PAN card, Aadhaar card and copies of the passport. I immediately went to the market and gave all my documents to accused Mandeep Singh. The accused told me to give him ₹50,000 for the time being so that he could prepare my file, and that he would tell me later how and when to make the remaining payments once the file was ready. I arranged ₹30,000 from my house and ₹20,000 from my brother and paid ₹50,000 in cash to the accused in the presence of my brother Aman Kumar at his sitting place. 2. That in June 2023, accused Mandeep Singh called me on my WhatsApp number and told me that my file had

been prepared and now the work visa and remaining process was to be done and asked me to give ₹1 lakh. I asked him to give me his bank account number so that I could deposit the money, but the accused avoided giving his account number and said that he does not take money in the bank and that all payments must be made in cash. I told him that due to work in the fields I was busy and that I could deposit money only in the bank. Thereafter, the accused gave me a bank account number and on 06.06.2023 I deposited ₹1 lakh through NEFT from my ICICI Bank account into the account given by the accused. A copy of the bank statement is attached. When I asked when my work would be completed, accused Mandeep Singh said that my work visa would come soon. 3. That thereafter in July 2023, accused Mandeep Singh called me and told me that the offer appointment letter had been received from the company in New Zealand where I was to work, and demanded 2 lakhs. He said that my work was almost complete. I asked for 2-4 days' time to arrange the money, whereupon he said that once I arrange the money, I should call him and he would personally come to collect it. Thereafter, I collected money from acquaintances and called the accused, and accused Mandeep Singh came to my house and took ₹2 lakhs from me in the presence of Aman Kumar. To gain my trust, he gave me an offer appointment letter and said that my job had been arranged and that I would get employment as soon as I reached there. He further stated that my visa would come by November 2023 and that he would send me to New Zealand by December. He also demanded another 2 lakhs. I told him that I did not have money at that time and requested time. Thereafter, I took a loan of ₹2 lakhs from the bank and paid the same to accused Mandeep Singh. 4. That thereafter, to gain my trust, accused Mandeep Singh sent me a dummy ticket for New Zealand and told me that my work visa would be completed soon. He asked me to come to his office after 10 days to collect the visa and to bring another

₹50,000, stating that the remaining balance could be paid after reaching New Zealand. Thereafter, I along with my relatives Gajender Singh, Harsh, Ajay and Aman Kumar (Sarpanch) went to the accused's office in Chandigarh, where the accused congratulated us and said that my work visa had been done. The accused also gave me a copy of a work visa and took ₹50,000 from me and stated that next month he would send me to New Zealand and that I should prepare for travel. He further took ₹20,000 on one occasion and ₹7,000 on another occasion, which were transferred to the accused's account through Google Pay from my maternal uncle's son's account, totaling 27,000, copies of which are attached. 5. That after some days, I called accused Mandeep Singh and asked about my ticket. He said that he would arrange it soon. Thereafter, I repeatedly called him, but he started answering my calls less frequently and whenever he did, he assured me that my work would be done soon. Later, when I asked clearly whether he was arranging my work or not, he refused to do so and said that he would return all my money. I informed Aman Kumar (Sarpanch), my friends Gajender Singh, Harsh, Ajay and my brother Aman Kumar about the entire matter. When my brother Aman Kumar spoke to accused Mandeep Singh, the accused refused to do the work for all of us and stated that he would return the money. Thereafter, the accused kept giving false assurances and then stopped answering my calls and messages altogether. The accused Mandeep Singh has also cheated Aman Kumar (Sarpanch)'s brother, Ajay, Harsh and Gajender Singh of my village by taking money in the name of sending them abroad. By showing fake documents and preparing dummy tickets as part of a conspiracy. the accused cheated me of a total amount of ₹6,27,000 6. That earlier also I had made a complaint against accused Mandeep Singh for cheating me of ₹6,27,000 in the name of sending me abroad by showing fake documents and dummy tickets, bearing Complaint No. 74-PW.

After the complaint, an inquiry was conducted by the Immigration Cell, and both I and accused Mandeep Singh were called by the Inquiry Officer. In the presence of the Inquiry Officer, accused Mandeep Singh admitted his fault and asked for time to return my money. Trusting him, I granted time. Thereafter, the accused returned ₹1,95,000, but avoided returning the remaining ₹4,32,000 and later stopped answering my calls and did not return the remaining amount. I therefore pray that strict legal action be taken against accused Mandeep Singh for cheating me of money in the name of sending me abroad and that justice be done to me and my remaining amount of ₹4,32,000 be recovered and returned to me. The address of the accused's office is GIG Consultants, SCO-125-126, 2nd Floor, Sector-17C, Chandigarh. WhatsApp chats, visa provided by the accused, fake appointment letter and other documents related to the complaint are annexed.”

3. However, with the intervention of the respectables, the parties have decided to compromise the matter. Hence, the present petition. The parties were thus directed to appear before the learned trial Court/Illaq Magistrate vide order dated 10.02.2026 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.

4. Pursuant to the said order, cost has been deposited and receipt thereof is taken on record. A report has also been received from the Chief Judicial Magistrate, Panchkula, vide Memo No.486 dated 18.04.2026. The relevant extract of the report is reproduced as under:-

“In light of the on oath statements of the parties and the report submitted by Investigating Officer of the case, the detailed report is hereby submitted as under :-

(1) As per the report submitted by Investigating Officer of the case, there is only accused, namely, Mandeep Singh.

(2) There is only one complainant/victim(s) namely, Narinder Singh in the present case.

(3) Accused Mandeep Singh and complainant Narinder Singh appeared in the trial Court and made statements.

(4) No affected person was left out in the quashing petition filed in the Hon'ble High Court.

(5) As per the report submitted by Investigating Officer of the case, no accused has been declared a proclaimed offender/proclaimed person no such proceedings against him have been initiated or pending adjudication.

(6) The compromise entered into between the complainant and accused person is genuine, voluntary and without any coercion or undue influence.

(7) As per ICJS portal, following FIRs were registered against the accused:-

(i) FIR No.418 dated 23.10.2025, under Sections 406, 420, 120B IPC & 24 of Emigration Act, PS Chandimandir, Panchkula

(ii) FIR No.440 dated 06.11.2025, under Sections 406, 420, 120B IPC & 24 of Emigration Act, PS Chandimandir, Panchkula

(iii) FIR No.415 dated 07.11.2025, under Sections 318(4), 336(2), 337, 338, 336(3), 340(2), 61(2) BNS, PS City Firozpur, Punjab”

5. 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.

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

7. 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.

8. 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.

9. 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:-

(i) The present dispute has arisen on account of allegations that petitioner-Mandeep Singh dishonestly induced the complainant to pay huge amounts of money on the pretext of sending him to New Zealand on a work permit through legal

means.

(ii)Petitioner is a person aged 34 years and continuation of criminal proceedings would hamper his prospects and affect the discharge of his family and social obligations.

(iii)Significantly, the parties have amicably resolved their disputes and entered into a compromise of their own free will, with the intervention of respectable members of the society.

(iv)In view of the compromise so arrived at, the likelihood of the complainant supporting the prosecution case is remote and the probability of securing a conviction is also bleak.

(v)The continuation of criminal proceedings would serve no larger public purpose and would only result in unnecessary harassment of the parties and futile expenditure of valuable judicial time.

(vi)The offences alleged cannot be characterized as heinous or of such gravity as to shock the conscience of society at large or of this Court.

(vii)In the totality of the circumstances, the continuation of the FIR and all proceedings emanating therefrom would amount to an abuse of the process of law and the ends of justice would be better served by quashing the same in view of the compromise effected between the parties.”

10. In view of the report of 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 FIR No. 430 dated 31.10.2025 registered under Sections 406, 420, 120B of the Indian Penal Code, 1860 and Section 24 of the Emigration Act, 1983 at Police Station Chandimandir, District Panchkula along with all consequential proceedings arising therefrom is hereby quashed in view of the compromise deed dated 29.01.2026 (Annexure P-2).

11. Petition is **allowed** in the above terms.

11.05.2026

SumitGusain

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No