



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

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**CRM-M-8373-2020 (O&M).
Date of Decision: 14.05.2026.**

Chetan Jassal and another

....Petitioners.

VERSUS

M/s Gopika Industries and another

....Respondents.

CORAM : HON'BLE MR. JUSTICE SANJAY VASHISTH

Present: None for the petitioners.

Mr. Aryan Singh, Advocate for the respondents.

SANJAY VASHISTH, J. (Oral)

Petitioners (1) Chetan Jassal and, (2) Yogesh Jassal, have filed the instant petition under Section 482 Cr.P.C. for quashing of Complaint No.NI ACT 497/2019 dated 04.11.2019 (Annexure P-1) under Section 138 of the Negotiable Instruments Act as well as summoning order dated 04.11.2019 (Annexure P-2), passed by Sub Divisional Judicial Magistrate, Khanna, with all consequential proceedings arising therefrom.

2. On 26.02.2020, while issuing notice of motion, following was recorded:-

“Learned counsel for the petitioners inter alia contends that petitioners have no nexus whatsoever with the sole proprietorship concern M/s Sun Feeds as partnership firm under the name and style of M/s Sun Feeds stood already dissolved on retirement of petitioners vide dissolution/retirement deed dated 30.09.2018 (Annexure P/4). He further submits that after dissolution of above said partnership firm, now business of M/s Sun

Feeds is being operated by its sole proprietor-Pankaj Jha as the same is evident from document Annexure P/7. He further submits that impugned cheque dated 10.07.2019 (Annexure P/6) was issued by above said Pankaj Jha being sole proprietor of M/s Sun Feeds and since petitioners have no concern whatsoever with the above said sole proprietorship firm and that too w.e.f. 30.09.2018, no criminal proceedings qua alleged dishonouring of cheque can be initiated against them.

Notice of motion for 20.07.2020.

Meanwhile, proceedings in Criminal Complaint bearing No.NACT-497 of 2019 (Annexure P/1) and summoning order dated 04.11.2019 (Annexure P/2) shall remain stayed qua petitioners.”

3. Again on 23.07.2025, following was recorded:-

“1. Cheque in question dated 10.07.2019 is of an amount of Rs.41,07,292/-, and on bouncing of the said cheque, complaint under Section 138 of NI Act was instituted on 14.11.2019, and thereupon, impugned summoning order against the petitioner for committing offence under Section 138 of NI Act was passed on 04.11.2019.

2. Arguments addressed by counsel for the petitioner/summoned accused is that on 10.07.2019, petitioner was not the partner in the firm, i.e., M/s Sun Feeds (accused No.1), rather, it was a proprietorship firm in the name of Pankaj Jha (accused No.2), and A/c No. 50200012414692 with HDFC Bank, Rani Eye Hospital, Opp. Bus Stand, GT Road, Khanna Branch, was being operated by its proprietor/authorized signatory, namely; Pankaj Jha. Counsel attempted to make the said fact clear from the photocopy of the cheque in dispute, appended as Annexure P-6, and also the particulars of the account appended with the petition as Annexure P-7, wherein, it becomes clear that the account was mentioned in the category of proprietor.

3. For consideration, list again on 23.09.2025.

Interim order to continue.”

4. Vide order dated 29.01.2026, on asking of the parties, matter was referred to the Mediation and Conciliation Centre of this Court and the order reads as under:-

“1. As informed by learned counsel for the parties, there are chances of amicable settlement between the parties. Therefore, they make a joint request to refer the matter to the Mediation and Conciliation Centre of this Court, for some amicable solution.

2. Accordingly, parties are directed to appear before the Mediation and Conciliation Centre of this Court on 13.02.2026, for resolving the dispute amicably. Needless to add that parties shall remain present on each and every date fixed by the said Forum.

For awaiting report, adjourned to 14.05.2026.

Interim order, if any, to continue.”

5. As per report received from the Mediation and Conciliation Centre, the parties have settled their dispute by way of settlement dated 19.02.2026, which has also been appended with the report in original.

The terms of settlement, which have been arrived at between the parties in Clause No.9 of the settlement deed is as under:-

“The following has been arrived at between the Parties hereto:

a) The parties have amicably resolved their dispute. It is mutually agreed that the first party will make a total payment of Rs. 50,00,000/- (Rupees Fifty Lakhs only) to the second party as full and final payment towards the settlement of entire dispute between them pertaining to the present CRM-M-8373 of 2020 pertaining to cheque amount of Rs. 41,07,292/- as well as Suit for recovery to which the second party has agreed and accepted the same.

b) It has been agreed between both the parties that the first first party shall make the payment of Rs. 50,00,000/- (Rupees Fifty Lakhs only) to the second party in two instalments in the following manner:-

(i) First instalment of Rs.30,00,000/- (Rupees Thirty Lakhs only) through RTGS in the account of M/s Gopika Industries, C-58, Focal Point, Khanna Account No.50200016441402 HDFC Bank, Khanna, District Ludhiana on 26.02.2026.

(ii) Second/final instalment of Rs.20,00,000/- (Rupees Twenty Lakhs only) through RTGS in the account of M/s Gopika Industries, Focal Point, Khanna Account No.50200016441402 HDFC Bank, Khanna, District Ludhiana on 03.05.2026. C-58,Focal Point Khanna Account No.50200016441402 HDFC Bank, Khanna, District Ludhiana on 03.05.2026.

c) The first party has issued two cheques (i) Cheque No.000028, amounting to Rs. 30 Lakhs, HDFC Bank, G.T. Road Khanna, Punjab and (ii) (i) Cheque No.000029, amounting to Rs. 20 Lakhs, HDFC Bank, G.T. Road Khanna, Punjab, both cheques in favour of M/s Gopika Industries. These two cheques have been handed over to the second party today in the Mediation Centre. Photo copies of the cheques are attached herewith. The second party will present first cheque No.000028 amounting to Rs.30 Lakhs on 26.02.2026 before the Bank and the second Cheque No.000029, amounting to Rs. 20 Lakhs will be presented before the Bank on 03.05.2026.

d) It has further been agreed between both the parties that counsel for both the parties shall make a joint request to the Hon'ble Court to dispose of the present CRM-M-8373 of 2020 in view of the present settlement/ agreement.

e) It has been further agreed between the parties that the second party shall withdraw the Complaint No. No.NI Act No.497/2019 dated 04.11.2019, filed under Section 138 of Negotiable Instruments Act pending in the Court of Ld. Sub Divisional Judicial Magistrate, Khanna after receiving the full and final settlement amount.

f) *The second party shall also withdraw the Execution Petition filed in Suit for Recovery pending before the Civil Court, Khanna after receiving the full and final settlement amount.*

g) *Both the parties have mutually agreed to withdraw the cases pertaining to the present dispute, if any, filed against each other or their family members before any court of law or any authority in view of this Settlement/Agreement by the respective party after receiving the full and final settlement amount.*

h) *That it has further been agreed between both the parties that in case either of the party fails to abide by the aforesaid settled terms, the other party shall be at liberty to revive any pending litigation between the parties with regard to the present dispute in case of necessity.*

i) *The parties further undertake not to initiate or institute any unwanted litigation against each other and their family arising out of the matter in dispute. The parties further undertake not to use any document etc. against each other which have been left in their possession after this date of settlement/agreement or used as an evidence against each other in Court of Law.*

j) *As per knowledge of both the parties, there is no other pending litigation between the parties qua the present dispute. It has been further agreed between the parties that in case of coming into knowledge of any petition or case filed by any of the parties against other, the same shall be withdrawn by either of the party who has filed it.*

k) *This compromise has been arrived at between the parties without any pressure, undue influence or misrepresentation and both the parties have agreed to abide by the terms and conditions of the settlement/agreement. Both the parties shall be bound with the terms and conditions of this settlement/agreement.*

l) *That upon the realisation of the entire amount by the second party, decree dated 03.12.2025 shall be deemed to be fully and finally satisfied against all judgment-debtors.”*

6. Learned counsel for the respondents/complainants submits that the dispute has already been settled and complete settlement amount therein has been received by the respondents in two installments. Therefore, submits that the complaint need to be withdrawn, which is pending before the trial Court, however, in view of the settlement, present petition can be disposed of having been rendered infructuous.

7. Since counsel for the petitioners is not present, relying upon the statement at Bar given by counsel for the respondents that complaint pending before the trial Court would be withdrawn by the complainants on the next

date of hearing or even before that by moving an appropriate application in that regard, the present **petition stands disposed of** having been rendered infructuous.

However, while parting with this order, it is directed that if the above said complaint is not withdrawn by the respondents/complainants within three months, it would be open for the petitioners to seek revival of the present petition by moving an appropriate application.

Pending misc. application(s), if any, also stand(s) disposed of.

(SANJAY VASHISTH)
JUDGE

14.05.2026
jitender

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