



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

276

CRM-M-11659-2025

Date of decision: 21.01.2026

PANKAJ KUMAR YADAV AND ANOTHERPetitioners

VERSUS

STATE OF HARYANA AND ANOTHERRespondents

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

Present: - Mr. Amit Aggarwal, Advocate
for the petitioners.

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

Ms. Suman Kumari, Advocate
for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

1. Prayer in the present petition under Section 482 of the Code of Criminal Procedure, 1973 is for quashing of FIR No.52 dated 04.03.2021 under Sections 120-B, 201, 323, 379, 406, 420, 447, 504 and 506 of the Indian Penal Code, 1860 registered at Police Station Mullana, District Ambala along with all subsequent proceedings arising therefrom on the basis of compromise dated 19.11.2024 (Annexure P-2).

2. The FIR in question came to be registered on the complaint of

Ashish Goyal, alleging that the accused persons, by misrepresenting facts, induced the representatives of the complainant's institution to lease out approximately five acres of institutional land, along with the buildings standing thereon, at a monthly rent of Rs.5,00,000/- for the stated purpose of running a coaching centre, pursuant to two separate lease deeds dated 30.12.2019. It is stated that, in violation of the terms of the lease, the accused instead commenced running a school under the name and style of "Career Defence School" in an unauthorized and illegal manner and also undertook construction activities on the said premises. It is further stated that towards payment of rent, the accused issued cheque No. 000014 dated 15.03.2020 for an amount of Rs.2,50,000/- drawn on HDFC Bank, which, upon presentation, was dishonoured due to insufficiency of funds. Despite issuance of a legal notice dated 09.12.2020, the accused neither paid the outstanding rent nor vacated the premises. Upon inspection of the premises by officials of the complainant's institution, the accused were found to have cut and removed approximately 50 trees standing on the land and to have sold furniture belonging to the institution, valued at about Rs.10,00,000/-, besides carrying out unauthorized construction on the land, culminating in the registration of the present FIR.

3. It is however averred that with the intervention of the respectables from both sides, the matter has now been settled and amicably resolved. It is further submitted that the compromise amongst the parties was effected on account of free will and without any pressure and coercion.

4. Pursuant to the order dated 04.03.2025, a report has been received from the Judicial Magistrate 1st Class, Ambala vide Memo No. 817

dated 29.11.2025. The relevant extract of the report reads thus:-

“xxxxxxxxxx on 27.11.2025, complainant and accused have appeared before the Court for recording their statements. In compliance of order dated 16.09.2025 passed by the Hon'ble Punjab and Haryana High Court, Chandigarh, Ashish Goyal (respondent no.2 before Hon'ble Punjab & Haryana High Court) and accused Pankaj Kumar and Vinay Kumar (petitioners before Hon'ble Punjab & Haryana High Court) appeared before the Court on 27.11.2025 for recording their respective statements, regarding compromise. Ashish Goyal made a statement, duly identified by his counsel, that matter has been settled with the accused. He further submitted that compromise has been effected between the parties and compromise was effected without any pressure at their sweet will and now he has no objection if the present case/FIR is quashed. On the other hand, accused Pankaj Kumar and Vinay Kumar made separate statements, duly identified by their counsel, that compromise has been effected with the complainant/victim and matter has been settled with the complainant and there is no ill will between the parties.

2. In view of the statements of the parties, duly identified by their respective counsel, it appeared that the parties have entered into compromise and the said compromise has been arrived at between the parties without any kind of pressure, coercion, and at their sweet will. As such, compromise in question is found to be a valid and genuine compromise and has been effected between the parties voluntarily without there being any kind of coercion or undue influence.

3. It is further respectfully submitted that status report of present case was called from concerned IO/ASI Manjot Singh, P.S. Mullana which makes it transpired that the present, FIR has been registered against 11 accused from which challan of

two accused namely Pankaj and Vinay has been furnished before the Court. It is further respectfully submitted that no accused was declared proclaimed offender/person in the present case, no other case is pending against the accused and there is only one victim/complainant in the present case. Accused are not involved in any other case. The present trial is at the stage of prosecution evidence.

4. Statements of parties duly identified by their counsel, report/statement of IO/ASI, P.S. Mullana, are attached herewith for kind perusal. Accordingly, this matter is being brought to your kind notice for information and further necessary action, please.

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. Ms. Suman Kumari, Advocate appear on behalf of respondent No. 2 and reiterate the settlement and their concurrence to the quashing of the FIR alongwith all the other consequential proceedings.

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 '**Gold Quest International Private Limited v. State of Tamil Nadu & Others, 2014 (15)**

SCC 235', that the matters which can be categorized as personal in nature or

civil property disputes with criminal facets 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:-

- a. It is established from the report of Judicial Magistrate First Class, Ambala that the parties have amicably resolved their inter se disputes through a voluntary, lawful and genuine compromise, arrived at without any coercion, pressure or undue influence.
- b. The dispute giving rise to the FIR emanates predominantly from contractual and monetary transactions relating to lease arrangements and payment of rent, thereby bearing an overwhelmingly civil and commercial character.
- c. The Petitioners are around 34 years old and continuation of criminal proceedings is likely to have a serious and disproportionate impact on their future prospects and in the discharge of his social and professional obligations.
- d. The allegations do not disclose offences of such gravity as to be termed heinous or shocking to the collective conscience of society nor do they implicate any element of public interest warranting continuation of criminal proceedings.

- e. In view of the settlement, the complainant has received satisfaction of his claims and has no subsisting grievance against the petitioners, rendering the continuation of the criminal proceedings wholly unnecessary.
- f. The likelihood of the complainant supporting the prosecution case in the face of the compromise is remote; consequently, continuation of the proceedings would be an exercise in futility with no reasonable prospect of conviction.
- g. Allowing the criminal proceedings to continue despite the settlement would serve no larger public purpose and would only result in avoidable harassment to the parties and wastage of valuable judicial time.
- h. Quashing of the FIR in the facts and circumstances of the case would advance the ends of justice, promote harmony between the parties, and prevent abuse of the process of law.

10. In view of the report submitted by the Judicial Magistrate First Class, Ambala and having regard to the settled principles laid down by the Hon'ble Supreme Court on the subject, the instant petition is allowed. The aforesaid FIR No.52 dated 04.03.2021 under Sections 120-B, 201, 323, 379, 406, 420, 447, 504 and 506 of the Indian Penal Code, 1860 registered at Police Station Mullana, District Ambala and all other consequential proceedings arising therefrom **are hereby quashed** in view of the compromise dated 19.11.2024 (Annexure P-2). However, the same would be subject to payment of costs of **Rs.10,000/-** to be deposited by each of the

petitioners with the *Red Cross Old Age Home, A/c No.50100286016319, IFS Code HDFC0004030, HDFC Bank, Sector 15, Panchkula* within a period of two months of receipt of certified copy of this order.

Petition is allowed.

JANUARY 21, 2026
Vishal Sharma

(VINOD S. BHARDWAJ)
JUDGE

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