



CRM-M-16427-2025

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CRM-M-16427-2025
Decided on : 08.05.2026

Arvinder Singh and others

.....Petitioners

Versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present: Mr. Lakshay Bector, Advocate
for the petitioners

Mr. Amish Sharma, AAG, Haryana

Mr. Puneet Verma, Advocate for
Mr. Shadab Ahmed, Advocate
for respondent No. 2**SANJAY VASHISTH, J. (ORAL)**

1. Present petition has been filed under Section 528 of BNSS, 2023, seeking quashing of FIR No.318 dated 24.05.2022, under Sections 419, 420, 467, 468, 471 and 120-B IPC, registered at Police Station Ambala Cantt, District Ambala and to quash the charge sheet filed under Section 173 Cr.PC., as well as all subsequent proceedings arising therefrom.

2. On 24.09.2025, the following order was passed:

“i) xx xx xx xx

ii) *On 26.03.2025, the following order was passed:-*

“i) xx xx xx xx

ii) Learned counsel for the petitioners inter alia contends that as per allegations one forged General Power of Attorney was prepared and on that basis the lease deed for the purpose of renewal of the period was executed. Counsel also contends that though investigation has been



completed by the police, yet while filing of final report under Section 173 Cr.P.C., the document in question i.e. General Power of Attorney is not part of the same, thus, submits that the prosecution is bad in law.

iii) Notice of motion for 06.05.2025.

iv) Mr. Kanwar Sanjiv Kumar, AAG, Haryana, appears on behalf of respondent/State and seeks some time to file reply.”

iii) Today, at the time of hearing of the present petition, learned counsel for the petitioners refers to the settlement agreement dated 13.09.2024, having been arrived at the Mediation and Conciliation Centre of this Court and submits that dispute has, thus, been resolved by laying down certain terms recorded in paragraph Nos. 6(i) to (j) of the settlement agreement. He further explains that in compliance to clause 6(c), GPA/Transfer Deed/Gift deed has already been executed in favour of complainant Manjit Kaur on 11.10.2024 (Annexure P-9). Learned counsel for the petitioners also refers to clause 6(f) and explains that infact in view of the settlement, the proceedings requires to be quashed. However, it is respondent No. 2/complainant, who infact has backed out from the settlement/agreement and rather has not given 30% of the share of the house after selling it out.

iv) In view of the above, another opportunity is granted to the respective parties to resolve their dispute in view of the settlement/agreement already having arrived at between them before the Mediation and Conciliation Centre of this Court.

v) Proceedings in the present case is deferred to 02.12.2025.”

3. Thereafter on 28.01.2026, the following order was passed:

(i) Though, the dispute had been settled before the Mediation and Conciliation Centre of this Court, by laying down certain terms, which were expected to be followed by both the sides. Still, it is realized that some of the terms could not be complied with, because the title of the property in dispute could not be transferred in favour of petitioner/complainant, as it is located in the Cantonment area and, therefore, ownership of it could not be transferred in favour of any body at the instance of respondent No. 2–accused. Thus, correctness of the said fact is not an issue before this Court, nor it can be decided in the present proceedings, yet to remove certain confusion, if any, exists, amongst the parties to the present lis, let all the parties to the present petition, once again appear before the Mediation and Conciliation Centre of this



Court for execution of additional memorandum of understanding before the Mediator in accordance with law.

(ii) The parties are directed to appear before the Mediation and Conciliation Centre of this Court on 19.02.2026.

(iii) For awaiting report, list on 29.04.2026.

(iv) Meanwhile, proceedings before the trial Court shall remain stayed till the next date of hearing.

A photocopy of this order be placed on the file of connected case.”

4. Again on 29.04.2026, the following order was passed :

(i) The dispute in the instant petition filed by total five petitioners against respondent No. 2 – Manjit Kaur, was referred to the Mediation and Conciliation Centre of this Court, considering it to be of matrimonial in nature. It has been resolved as jointly stated by respective counsel for the parties and also confirmed by the settlement agreements/memorandums of understanding forwarded by the Mediation Centre to this Court. To ensure that compromise deed is legally binding, all petitioners and respondent No. 2/complainant are directed to file affidavits on or before the next date of hearing, confirming they will abide by all the terms of compromise/settlement recorded in the settlement/memorandums of understanding before the Mediation and Conciliation Centre of this Court.

(ii) List again on 08.05.2026.

(iii) Interim order to continue.”

5. Today, the petitioners and respondent No. 2 have filed their respective affidavits to the effect that they will abide by all the terms of compromise/settlement recorded in the settlement/memorandums of understanding before the Mediation and Conciliation Centre of this Court.

6. Learned State counsel and counsel for respondent does not dispute the aforesaid factual position and affirms the same during the course of arguments.

7. In view of the above, the instant petition is allowed. The aforesaid FIR and all consequential proceedings arising out of it, are quashed.

8. Needless to say the parties shall remain bound by the terms of



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compromise and their statements recorded before the Court below

9. Petition stands disposed of.

08.05.2026
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(SANJAY VASHISTH)
JUDGE

Whether Speaking/Reasoned: YES/~~NO~~
Whether Reportable: ~~YES~~/NO