



IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

279

CRM-M-28867-2025 (O&M)

Date of decision: 22.01.2026

Sukhwinder Singh Dhaliwal

...Petitioner(s)

VERSUS

State of Punjab and another

...Respondent(s)

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

Present :- Mr. Pankaj Bali, Advocate for the petitioner(s).

Mr. Saurav Verma, Addl. A.G., Punjab.

Mr. Sikandh Mehta, Advocate for respondent No.2.

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**VINOD S. BHARDWAJ, J. (Oral)**

1. Prayer in the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 is for quashing of FIR bearing No.51 dated 20.04.2025 under Sections 318(4) and 316(2) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station City Khanna, Police District Khanna along with all subsequent proceedings arising therefrom on the basis of compromise dated 15.05.2025 (Annexure P-2).

2. The FIR in question was registered on the complaint of Abdul Rehman, a resident of Khanna, who alleged that he was induced to part with a substantial sum of money on the false assurance of sending his wife, Harpreet Mander, to Canada for employment as a caretaker. The complainant stated that he had long-standing cordial relations with Gurvinder Kumar and his wife Madhubala. Through them, he came in contact with Sukhwinder Singh alias Ladi, who represented himself as a



person engaged in sending individuals abroad and arranging employment for them. The accused assured the complainant that his wife could be sent to Canada on a valid visa and would be provided employment as a caretaker in Edmonton, Canada. Relying upon these representations, the complainant paid a total sum of Rs. 9,80,000/- to the accused and also handed over his wife's passport and other documents. The accused assured that the remaining amount would be taken after the complainant's wife reached Canada and further promised to refund the entire amount with interest in case the visa did not materialise. Despite the passage of considerable time, the complainant's wife was neither sent abroad nor provided any employment. The accused kept delaying the matter on one pretext or the other and ultimately returned the passport but failed to refund the amount paid. The complainant stated that the accused had dishonest intention from the very inception and had committed cheating and breach of trust. Subsequently, on a complaint made to the authorities, an inquiry was conducted by the E.O. Wing, Khanna, during which a compromise was arrived at on 24.01.2025, whereby the accused agreed to pay Rs. 5,00,000/- to the complainant. In furtherance thereof, the accused issued two cheques of Rs. 1,00,000/- and Rs. 4,00,000/- respectively. However, both cheques were dishonoured upon presentation, as they were drawn on closed bank accounts, which constituted a second act of fraud. It was further stated by the complainant that thereafter the accused started extending threats to the complainant, including threats of false implication, abuse and threats to life and property, while claiming to have influence over senior officials.



Apprehending danger to his life and property and alleging cheating, breach of trust, issuance of cheques from closed accounts and criminal intimidation, the complainant sought registration of a criminal case against the accused, refund of the cheated amount with interest and protection to himself and his family.

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

4. The parties were directed to appear before the learned trial Court/Illaq Magistrate vide order dated 17.09.2025 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, report has been received from the Judicial Magistrate 1st Class, Khanna vide Memo No. 246 dated 10.11.2025. The relevant extract of the report is reproduced as under:-

*“(I) Total number of persons found involved as accused in the dispute FIR*

*It is hereby submitted that in view of the statements of the parties and in view of the statement of Investigating Officer of the present case there is only one accused found in FIR/Police report Le. Sukhwinder Singh Dhaliwal.*

*(ii) Number of complainant/victim(s);*

*It is hereby submitted that in view of the statements of the parties and in view of the statement of Investigating*



*Officer of the present case there is only one complainant/victim in the present FIR namely. Abdul Rahiman.*

- (iii) *Whether all the accused and complainant/victim are party to compromise & signed the same.*

*It is hereby submitted that in view of the statements of the parties and in view of the statement of Investigating Officer of the present case and perusal of compromise Ex.Cl accused Sukhwinder Singh Dhaliwal and complainant Abdul Rahiman both are party to compromise and signed the same.*

- (iv) *In case, any affected person (accused or complainant) is left out or not arrayed as party in the quashing petition before High Court, detail whereof or his/her statement is still to be recorded, in compliance to the direction of this Court, details of such person;*

*It is hereby submitted that in view of the statements of the parties and in view of the statement of Investigating Officer of the present case there only one accused namely Sukhwinder Singh Dhaliwal and one victim/complainant namely Abdul Rahiman in the present FIR and except them there is no other affected person in the present FIR*

- (v) *Whether any accused has been declared as a proclaimed offender/person or any such proceedings against him/her*



*have been initiated or pending adjudication.*

*In view of the statement of Investigating Officer of the present case the accused never declared as proclaimed offender. As per record five other FIRs have been registered against the accused i.e. FIR No.108 dated 05.06.2016, U/s 420, 406, 467, 468, 120-B of IPC, P.S. City Khanna, FIR No. 104 dated 21.08.2018, u/s 420, 406 IPC & 13 Punjab Travel Professionals Act 2014, P.S.City-II. Khanna, FIR No. 172, dated 08.10.2022, U/s 420, 406 IPC & 13 Punjab Travel Professionals Act 2014, P.S.City Nawa Shehar, FIR No.255 dated 28.07.2022 U/s 420, 406 & 13 Punjab Travel Professionals Act 2014, P.S.Mullana, FIR No.55 dated 16.03.2024 u/s 419, 420, 406, 465, 467, 468, 471 IPC & 13 Punjab Travel Professionals Act 2014, P.S. Division No.8, District Jalandhar Commissionerate.*

- (vi) Whether the compromise is genuine, voluntary and without any coercion or undue influence?*

*It is hereby submitted that statements were recorded in which the complainant Abdul Rahiman and the accused namely Sukhwinder Singh Dhaliwal expressed themselves having reached a compromise. As such. the said compromise ex facie seems to be genuine, voluntary and without any coercion or undue influence and out of free*



*will of the parties.*

*(vii) Any other aspect relevant to the present case.*

*In view of statements of parties and in view of statement of Investigating Officer of the present case there is no other aspect relevant to the present case. ”*

6. Short reply filed by way of affidavit dated 15.01.2026 on behalf of respondent-State is already available on file and the same is taken on record. Registry is directed to do the needful.

7. 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.

8. Learned counsel appearing on behalf of respondent No. 2 reiterates the settlement and his concurrence to the FIR and all the other consequential proceedings being quashed and affirmed during statement before the trial Court.

9. The broad principles for exercising the powers under Section 482 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.”*

10. It is evident that in view of the amicable resolution of the issues amongst the parties, no useful purpose would be served by continuation of the proceedings. The furtherance of the proceedings is likely to be a waste of judicial time and there appears to be no chances of conviction.

11. 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 of the Bharatiya Nagarik Suraksha Sanhita, 2023:-

i) *The dispute between the parties is essentially private and*



*personal in nature, arising out of a failed arrangement relating to travel abroad, and does not involve any offence having a serious or adverse impact on society at large.*

- ii) 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.*
- iii) The continuation of criminal proceedings would serve no useful purpose, particularly when the dispute revolves around monetary claims and breach of assurances.*
- iv) The petitioner is 36 years of age, in the prime of his working life and prolonged criminal proceedings would cause disproportionate prejudice to his personal, professional and social life.*
- v) There is no material on record to suggest that the petitioner is a habitual offender or that his conduct poses a continuing threat to public order or societal interest.*
- vi) The likelihood of conviction is remote, as the dispute has already been attempted to be resolved through compromise and rests largely on contested financial transactions.*
- vii) Allowing the prosecution to continue would result in unnecessary harassment, wastage of judicial time, and would defeat the object of securing peace and finality*



*between the parties.*

viii) *The offences alleged cannot be characterised as heinous or of such gravity as to shock the conscience of society at large or of this Court.*

ix) *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.*

13. In view of the report of the Judicial Magistrate 1st Class, Khanna and the principles laid down by the Apex Court in '**Parbatbhai Aahir @ Parbatbhai Bhimsinhbhai Karmur and others versus State of Gujarat and another**' (2017) 9 SCC 641', the instant petition is allowed. FIR bearing No.51 dated 20.04.2025 under Sections 318(4) and 316(2) of the Bharatiya Nyaya Sanhita, 2023, registered at Police Station City Khanna, Police District Khanna along with all subsequent proceedings arising therefrom, are hereby quashed qua the petitioner(s) on the basis of compromise dated 15.05.2025 (Annexure P-2).

14. Petition is allowed.

(VINOD S. BHARDWAJ)  
JUDGE

22.01.2026

Mangal Singh

Whether speaking/reasoned : Yes/No  
Whether reportable : Yes/No