



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

136

CRM-M-37996-2025
Decided on : 22.05.2026

M/s Concept Capital Infra Project Pvt. Ltd. . . . Petitioner(s)

Versus

UT Chandigarh and another . . . Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

PRESENT: Mr. Anuj Kumar Sharma, Advocate
for the petitioner(s).

Mr. Sandeep Vashisht, Addl. PP, UT Chandigarh.

Ms. Sangeeta Dhanda, Advocate
for respondent No.2 – complainant.

SANJAY VASHISTH, J. (Oral)

1. Present petition has been filed under Section 482 Cr.P.C., seeking quashing of a complaint under Section 138 of the Negotiable Instruments Act, 1881, as amended, in Complaint No. 1004 of 2023, along with the summoning order dated 28.05.2024 (Annexure P-2) and subsequent proclamation order dated 05.04.2025 (Annexure P-3), including all proceedings pending therein pursuant to the proclamation order issued against the petitioner.

2. The dispute was referred to the Mediation and Conciliation Centre of this Court vide order dated 01.05.2026. Learned counsel for the petitioner as well as learned counsel for respondent No.2 have informed this Court that the dispute has since been amicably resolved before the said forum.

The relevant terms and conditions of the settlement/agreement



dated 20.04.2026 are reproduced as under:-

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

- a) That the second party had filed a complaint under Section 138 Negotiable Instruments Act against the first party as cheque No.006123 dated 31.12.2022 drawn on HDFC Bank, Sector-16 Noida issued (which is the subject matter of the case in which the present compromise is being effected) by the first party in favour of the second party in a sum of Rs.23,15,563/- (Rupees Twenty Three Lacs Fifteen Thousand, Five Hundred and Sixty Three Only) had been dishonoured.*
- b) That both the parties have mutually agreed that the first party shall pay an amount of Rs.23,15,563/- (Rupees Twenty Three Lacs Fifteen Thousand, Five Hundred and Sixty Three Only), as settlement amount to the second party which shall fully satisfy the present dispute.*
- c) That the first party has already paid a sum of Rs. 19,61,766/- (Rupees Nineteen Lacs Sixty One Thousand, Seven Hundred and Sixty Six only) and today the first party has brought the demand draft bearing No.532499 dated 17.04.2026 amounting to Rs.3,53,797/- and the first party is also agreed to submit TDS amount of Rs.2,57,285/- in the PAN of the second party after the withdrawal of the case pending under Section 138 of Chandigarh. Negotiable Instruments Act, pending at District Courts, Chandigarh.*
- d) That the second party undertakes that he has not filed any other Civil or Criminal case against the first party arising out of the cheque which is subject matter of the present settlement. In case any litigation whether Civil or Criminal has been initiated against the first party arising out of the disputed cheque, the same shall be withdrawn by the second party within 15 days from the date of receipt of full and final payment as stated in the present settlement.”*

3. As per Clause 4(c) of the settlement/agreement, after withdrawal of the complaint under Section 138 of the NI Act, first party, i.e. petitioner herein, is required to deposit the TDS amount of Rs.2,57,285/- in the PAN account of the second party, i.e., respondent No.2 herein

4. Learned counsel for respondent No.2/complainant submits that since complaint has already been withdrawn by respondent No.2 in terms of the aforesaid settlement/agreement, it is now incumbent upon the petitioner



to deposit the TDS amount, as agreed under Clause 4(c) of the settlement/agreement.

5. Learned counsel for the petitioner, on instructions from his client, undertakes that the requisite steps shall be taken shortly and that all the terms and conditions of the settlement/agreement shall be duly complied with by the petitioner.

6. In view of the statements made by learned counsel for the parties, no useful purpose would be served by keeping the present petition pending. Accordingly, same is disposed of as having been rendered infructuous, with the expectation that both parties shall abide by the terms and conditions of the settlement/agreement in letter and spirit.

7. **Petition stands disposed of accordingly.**

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

(SANJAY VASHISTH)
JUDGE

May 22, 2026

J.Ram

Whether speaking/reasoned: *Yes/No*

Whether Reportable: *Yes/No*