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

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Rajesh Gupta

...Petitioner

V/s

State of Haryana and others

...Respondents

Date of decision: 24.03.2026**Date of Uploading : 24.03.2026****CORAM: HON'BLE MR. JUSTICE SUMEET GOEL**

Present: Mr. Rajiv Kumar Saini, Advocate for the petitioner
(through Video Conference).

Ms. Mahima Yashpal Singla, Senior DAG Haryana.

Mr. Dhananjay Singh, Advocate and
Ms. Chetan Gupta, Advocate for respondent Nos.2 to 4.

SUMEET GOEL, J. (Oral)

1. The present petition has been preferred by the petitioner Section 528 of Bhartiya Nyaya Surksha Sanhita (BNSS) seeking quashing of FIR No.330 dated 22.11.2024 (hereinafter to be referred as the impugned FIR) registered under Sections 406, 420, 467, 468 of IPC at Police Station Urban Estate, Hisar and all consequential proceedings arising therefrom on the basis of an alleged compromise stated to have been effected between the parties.

2. The gravamen of the FIR is that the petitioner, by falsely representing himself as capable of arranging overseas work visas, dishonestly induced the complainant to part with a substantial amount. It has been alleged in the FIR that the petitioner has gained the trust of the

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complainant and his family by staying in their PG and claiming that he could arrange work visas for the foreign countries. Believing his words, the complainant had paid a total amount of about ₹10.85 lakh to send his son abroad. It has been further alleged that after receiving the money, the petitioner had failed to arrange the promised visa. Thereafter, the petitioner first gave excuses and later provided a visa document which turned out to be fake when verified. When the complainant demanded the money back, the petitioner admitted his mistake and returned only a small portion of the amount and promised to repay the rest. However, he neither returned the remaining ₹10.00 lacs nor arranged any genuine visa. Instead, he issued cheques for repayment but upon presentation those cheques were dishonoured. On these set of allegations, the FIR in question came to be registered and investigation ensued.

3. Learned counsel for the petitioner iterated that the present petition has been filed under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 seeking quashing of the FIR in question on the basis of a compromise arrived at between the petitioner and respondent No.2 - complainant. Learned counsel has further iterated that with the intervention of respectable persons and family members, the matter has been amicably settled between the parties and the entire dispute, which was purely personal in nature, has been resolved. It has been further submitted that a part of the amount out of the settled sum i.e. Rs.2.00 lacs has already been paid to the complainant and the remaining amount was agreed to be paid before 22.12.2025. Learned counsel has further submitted that in view of the compromise, respondent Nos. 2 to 4 no longer wishes to pursue the



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criminal proceedings and hence the continuation of the criminal proceedings would amount to abuse of the process of law and would serve no useful purpose. To buttress his arguments, reliance has been placed on the judgments of the titled as ***Kulwinder Singh and others vs. State of Punjab and another, 2007 (3) RCR (Criminal) 1052***; ***Madan Mohan Abbot vs. State of Punjab, (2008) 4 SCC 582***; and ***Balbir Singh and another vs. State of Punjab and another, 2011 (5) RCR (Criminal) 713***, to contend that this Court, in exercise of its inherent powers, can quash criminal proceedings on the basis of compromise even in non-compoundable offences, in order to secure the ends of justice and to prevent abuse of the process of the Court. On the strength of these submissions, learned counsel has prayed that the FIR and all subsequent proceedings arising therefrom be quashed on the basis of the compromise between the parties.

4. Learned State counsel has opposed the prayer made by the petitioner seeking quashing of the FIR in question. Learned State counsel has iterated that the petitioner as a part of well-planned conspiracy to evade his liability of Rs.10.00 lacs created false evidence by giving bogus cheques and the offences alleged against the petitioner are under Sections 420 and 406 IPC which involve allegations of cheating and criminal breach of trust and the same cannot be quashed merely on the basis of an unverified compromise. Accordingly, the dismissal of the petition in hand is entreated for.

5. Learned counsel appearing on behalf of respondent Nos. 2 to 4 has iterated that the petitioner has not adhered to the earlier compromise



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arrived at between the parties and has deliberately failed to honour the terms and conditions thereof. It has been further submitted that despite having undertaken before this Court to make the payment in terms of the settlement, the petitioner has neither paid the agreed amount nor shown any bona fide intention to comply with the same. It has been further contended that the conduct of the petitioner clearly reflects that the compromise was entered into only with a view to secure interim protection from this Court and not with any genuine intent to resolve the dispute. Furthermore, even after sufficient opportunities have been granted, the petitioner has failed to make any substantial payment. It has been further argued that even after the mediation proceedings, no amount has been paid and the petitioner has defaulted on his own undertaking which clearly shows the *mala fide* intention. On the strength of these submissions, the dismissal of the petition in hand is prayed for.

6. I have heard learned counsel for the rival parties and have perused the available record.

7. Indubitably, the wide plenary powers of this Court under its inherent jurisdiction are saved by virtue of Section 528 BNSS, 2023, which except for self-imposed restrain(s), are not bound by any restriction or limitation. However, the wider the powers are, more is the duty upon the Courts to invoke extraordinary inherent jurisdiction with utmost circumspection. It is the statutory right as well as the duty of the Police to investigate into a cognizable offence. *Ergo*, where the allegations, *prima facie*, disclose the commission of cognizable offence, this Court must act with deference while considering a plea for quashing of the FIR. It is not



apropos for this Court to embark upon an enquiry as to the reliability or genuineness or otherwise of the allegations, particularly, when the case is at the stage of investigation, *lest*, it may tantamount to usurping the jurisdiction of an authority, statutorily vested with the powers to conduct investigation. Save in exceptional cases, where the conduct of investigation itself is a miscarriage of justice, such as where allegations, *prima facie*, do not disclose commission of a cognizable offence, interference by this Court, under the inherent jurisdiction is justified.

8. It is evident that the parties have earlier arrived at a compromise and, on the basis of the said settlement, the petitioner has sought indulgence of this Court. The petitioner was granted sufficient opportunities and adequate time to comply with the terms of the compromise particularly with regard to payment of the agreed amount to the complainant. However, despite repeated opportunities and the indulgence shown by this Court, the petitioner has failed to adhere to the terms of the compromise. Admittedly, the petitioner has not made the agreed payment nor has he shown any sincere effort or bona fide intention to honour the settlement. In the considered opinion of this Court, the conduct of the petitioner clearly reflects that the compromise was not acted upon in its true spirit and was merely used as a means to seek favourable orders from this Court. Such conduct amounts to misuse of the process of law. It is well settled that when a party fails to comply with the terms of a compromise despite being granted sufficient opportunities, such party cannot be permitted to seek further indulgence from the Court. The discretionary jurisdiction of this Court cannot be exercised in favour of a

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litigant who has failed to honour his own undertaking. Moreover, the issues raised on behalf of the petitioner in the instant quashing petition are essentially questions of fact which can be adjudicated upon after due investigation and appraisal of evidence and, thus, the present petition is pre-mature. Keeping in view the entirety of the facts and circumstances of the present case, this Court is of the considered view that no case for quashing of instant FIR is made out.

9. As an upshot of above-said rumination, it is directed as follows:

- (i) The petition; seeking quashing of FIR in question and all consequential proceedings arising therefrom; is dismissed.
- (ii) Any observations made and/or submissions noted hereinabove shall not have any effect on the merits of the case and the trial Court shall proceed further, in accordance with law, without being influenced with this order.
- (iii) Pending application(s), if any, shall also stand disposed of.

(SUMEET GOEL)
JUDGE

March 24, 2026

Ajay

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No