



CRR-2091-2025 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

255

CRR-2091-2025 (O&M)

Decided on : 12.02.2026

Suja Singh

... Petitioner (s)

Versus

State of Punjab and another

... Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

Present : Mr. Hasrat Brar, Advocate
for the petitioner(s).

Mr. Rahul Jindal, AAG Punjab

Mr. Vineet Sachdeva, Advocate
for respondent No. 2

SANJAY VASHISTH, J. (Oral)

1. Present petition has been filed by the petitioner namely Suja Singh, by challenging the judgment dated 06.11.2023 passed by learned Sessions Judge, Ferozepur, in criminal appeal No.66 of 2022, whereby judgment of conviction and order of sentence dated 21.07.2023 passed by learned trial Court in complaint bearing NACT/285/2018, dated 20.02.2018, has been upheld.

2. On 27.08.2025, following order was passed:-

“CRM-33837-2025

1. Present application has been moved by the applicant/appellant seeking condonation of delay of 568 days in filing the revision petition.

2. Notice in the application.

**CRR-2091-2025 (O&M)**

3. *On advance notice, Mr. Neeraj Madaan, Sr. DAG, Punjab, puts an appearance on behalf of the respondent/State.*
4. *Considering the grounds mentioned in the application, prayer made therein is allowed.*
5. *Accordingly, delay of 568 days in filing the accompanying revision petition is hereby allowed.*

CRR-2091-2025 (O&M)

1. *Present petition has been filed by the petitioner namely Suja Singh, by challenging the judgment dated 06.11.2023 passed by learned Sessions Judge, Ferozepur, in criminal appeal No.66 of 2022, whereby judgment of conviction and order of sentence dated 21.07.2023 passed by learned trial Court in complaint bearing NACT/285/2018, dated 20.02.2018, has been upheld.*
2. *It is noticed that petitioner has been convicted and sentenced for committing an offence under Section 138 of the Negotiable Instruments Act. He was awarded a sentence of one year of rigorous imprisonment, along with a direction to pay compensation equivalent to the cheque amount, inclusive of*
interest at the rate of 9% per annum from the date of issuance of the cheque.
3. *Learned counsel for the petitioner submits that the judgment passed by the Appellate Court was never challenged. However, during the intervening period, monetary dispute between the petitioner and respondent No.2, namely Punjab Gramin Bank, was amicably resolved, and the entire amount has already been repaid.*

In support of this submission, reliance is placed on a letter dated 08.04.2025 issued by the Manager of Punjab Gramin Bank, Branch Office Arif Ke (Annexure P-1). In light of the settlement, counsel prays that the offence be permitted to be compounded, and, consequently, judgment of conviction and sentence, be set aside.

4. *Notice of motion.*
5. *On advance notice, Mr. Neeraj Madaan, Senior Deputy Advocate General, Punjab, appears on behalf of respondent No.1/State, and Mr. Vineet Sachdeva, Advocate, appears on behalf of respondent No.2/Bank.*



CRR-2091-2025 (O&M)

Copy of the complete paper book has been handed over to learned State counsel in the Court today.

6. *List again on 22.09.2025.*

To be shown in the urgent list.

7. *However, it is clarified that in the event, contention recorded today by learned counsel for the petitioner is found to be correct and the same is acceptable to respondent No.2 (the Bank), an affidavit to that effect, along with a reply to the application bearing CRM-33839-2025 (filed for compounding of the offences), be filed in advance before the next date of hearing.”*

3. As per reply dated 17.09.2025, filed by respondent No. 2 – Bank, matter has been settled amicably. Paragraphs no. 4 and 5 of the reply reads as under:

“4. That it is respectfully submitted that the respondent no.2/Bank and petitioner entered into one time settlement and the respondent no.2/Bank had received the full and final payment from the present applicant in respect of the loan account and issued No Objection Certificate dated 08.04.2025 (Annexure P-1 in main petition). The rights of Bank has been protected.
5. That the respondent no.2/bank has no objection if the judgment of conviction and sentence be set aside as the matter between the Answering Respondent/Bank stands settled. Separate affidavit acknowledging the settlement is being annexed herewith the reply as Annexure R-2/1.”

4. Today, learned counsel for respondent No.2 submits that respondent No.2 has no objection if the offences are ordered to be compounded or if the accused are acquitted of all the charges.

5. The Full Bench of this Court in the matter of **Kulwinder Singh and others v. State of Punjab and another**, 2007 (3) RCR (Criminal) 1052, has observed as under:



CRR-2091-2025 (O&M)

“(28) To conclude, it can safely be said that there can never be any hard and fast category which can be prescribed to enable the Court to exercise its power under Section 482 of the Cr.P.C. The only principle that can be laid down is the one which has been incorporated in the Section itself, i.e., "to prevent abuse of the process of any Court" or "to secure the ends of justice”.

(29) In Mrs. Shakuntala Sawhney v. Mrs. Kaushalya Sawhney and others, Hon'ble Krishna Iyer, J. aptly summoned up the essence of compromise in the following words:

“The finest hour of justice arrives propitiously when parties, despite falling apart, bury the hatchet and weave a sense of fellowship of reunion.”

(30) The power to do complete justice is the very essence of every judicial justice dispensation system. It cannot be diluted by distorted perceptions and is not a slave to anything, except to the caution and circumspection, the standards of which the Court sets before it, in exercise of such plenary and unfettered power inherently vested in it while donning the cloak of compassion to achieve the ends of justice.

(31) No embargo, be in the shape of Section 320(9) of the Cr.P.C., or any other such curtailment, can whittle down the power under Section 482 of the Cr.P.C.

(32) The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 of the Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is "finest hour of justice". Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the Court by exercising its powers under Section 482 of the Cr.P.C. in the event of a compromise, but this is not to say that the power is limited to such cases. There can never be any such rigid rule to prescribe the exercise of such power, especially in the absence of any premonitions to forecast and predict eventualities which the cause of justice may throw up during the course of a litigation.

(33) The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice.



CRR-2091-2025 (O&M)

(34) *The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and everlasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery.”*

6. In this regard, counsel for the petitioner has also placed reliance on the judgment(s) of:

- i) *Hon’ble the Supreme Court rendered in the cases of Narinder Singh and others another v. State of Punjab and , (2014) 6 SCC 466; and Ramgopal and another v. The State of Madhya Pradesh SCC Online SC 834;*
- ii) *A Division Bench judgment of this Court in the case of Sube Singh and another another v. State of Haryana and , 2013 (4) RCR (Criminal) 102; and*
- iii) *A recent judgment passed by this Court in the case of Lakhbir Singh v. State of Punjab and another (CRA-S2065-SB-2007, decided on 14.02.2023 : Law Finder Doc ID #2138925).*

7. In view of the compromise/settlement arrived at between the parties; by compounding the offence(s), proceedings can be quashed for the offence(s) in question.

8. Since, the dispute has already been resolved, offence under Section 138 of Negotiable Instruments Act, is ordered to be compounded. Thus, application, i.e., CRM-33839-2025 is allowed, and resultantly, the judgment of



CRR-2091-2025 (O&M)

conviction and order of sentence dated 21.07.2023, passed by the Court below, is also ordered to be considered inoperative and of no consequence for all intents and purposes.

9. Present revision petition stands disposed of, with the aforesaid observations.

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

(SANJAY VASHISTH)
JUDGE

February 12, 2026
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Whether speaking/reasoned: *Yes/No*
Whether Reportable: *Yes/No*