



IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

273

CRM-M-47327-2025  
Date of decision: 11.02.2026

RAHUL ALIAS RAHIT(ROHIT) .....Petitioners

VERSUS

U.T. CHANDIGARH AND ANOTHER .....Respondents

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

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Present: - Mr. Suraj Kaundal, Advocate for  
Mr. Hitender Kansal, Advocate  
for the petitioners.

Mr. Samir Rathaur, Addl. Public Prosecutor  
for respondent No.1-U.T. Chandigarh.

Mr. Amrit Kashyap, 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 No.127 dated  
16.08.2025 under Sections 318(2), 318(4), 336(2), 336(3), 338 and 340(2) of  
the BNS, 2023 registered at Police Station, South Sector-34, Chandigarh  
along with all subsequent proceedings arising therefrom on the basis of  
compromise dated 21.08.2025 (Annexure P-2).

2. The present FIR was registered on the statement of Sudhir Roy

son of late Pramatha Roy, the same reads as under:-

*1. Sudhir Roy, son of Late Pramatha Roy, resident of Village Bhabanipur. P.S. Hanskhali, District Nadia, West Bengal, most respectfully submit this complaint regarding the cheating and anti-social activities of one Rahit Gupta. The accused, Rahit Gupta, was introduced to me through my uncle, who once stayed abroad. I came to know that this man is engaged in sending unemployed youth abroad for employment in exchange for huge amounts of money. Having received a telephonic call from him, I, along with my uncle, went to his office in Chandigarh to meet him to arrange jobs abroad for the boys of our locality. After returning from Chandigarh, knowing all details, we collected money from various interested persons who wished to go abroad for employment, and as per his terms and claims, we paid him a total amount of ₹14,25,000/- (27,29,000/- on 12.08.2024 and ₹6,96,000/- on 19.09.2024) at his Chandigarh office. Thereafter, we were given visas which, after 10 months, appear to be fake for 14 persons. To date, no proper action has been taken. We tried to contact him several times at his Chandigarh office (C2A Group. specifically Enterprise Pvt. Ltd.. CIN U51909DL2021PTC387131, registered in Delhi). On 16.05.2025, we personally went to his office, but he intentionally harassed us, refused to refund the money, and continued to mislead us. Under these circumstances, we are in immense trouble and mental pressure and cannot understand what action will be taken against him. The matter is connected with Police Station Sector 34, Chandigarh, Gurudwara Sub-City Centre, Sector 34, Chandigarh, Pin Code 160022. Considering the above facts, I request you to kindly take immediate legal action*

*against him; I will be left with no option but to commit suicide. Dated: 25.06.2025 Yours faithfully, Sd/- Sudhir Roy S/o Late Pramatha Roy.*

3. It is further averred that with the intervention of the respectables from both sides, the matter has now been settled and amicably resolved. It is further submitted that the compromise amongst the parties was effected on account of free will and without any pressure and coercion.

4. Pursuant to the order dated 28.08.2025, a report has been received from the Judicial Magistrate 1<sup>st</sup> Class, Chandigarh vide Memo No. 360 dated 17.10.2025. The relevant extract of the report reads thus:-

*“In this regard, it is submitted that both the parties i.e. complainant namely Sudhir Roy and the accused Rahul @ Rahit have appeared on 23.09.2025 and their statements have been recorded.*

*The complainant Sudhir Roy has stated the present case bearing FIR No.127 dated 16.08.2025, under Sections 318(2), 318(4), 336(2), 336(3), 338 and 340(2) of the Bhartiya Nyaya Sanhita, 2023, Police Station, Sector-34, U.T., Chandigarh has been got registered by him against the accused namely Rahul. Now with the intervention of respectables, he has entered into compromise with the said accused namely Rahul. A written compromise deed dated 21.08.2025 was executed which was Ex.P3. He has brought his original Aadhar card and copy of same was Ex.P4. The accused had already paid Rs.1 Lac on 21.08.2025 by way of bank transfer and today he has received a demand bearing No. 000492 dated 23.09.2025 drawn on AU Small Finance Bank, Sector 35-B, Chandigarh amounting to Rs.4,80,000/- as a full and final settlement. He has entered into compromise with his free consent, without any pressure and coercion. He has no objection if the afore-said FIR is quashed by*

*Hon'ble High Court.*

*Thereafter, the statement of accused person namely Rahul @ Rahit (Rohit) has been recorded wherein he has stated that the present case bearing FIR No.127 dated 16.08.2025, under Sections 318(2), 318(4), 336(2), 336(3), 338 and 340(2) of the Bhartiya Nyaya Sanhita, 2023, Police Station, Sector-34, U.T., Chandigarh was got registered against him at the instance of complainant Sudhir Roy. Now with the intervention of respectables, he had entered into compromise with the said complainant. He has brought his original Aadhar card and self attested copy of the same was Ex.P1. There is no other person arrayed as accused in this case. He has entered into compromise with his free consent without any pressure and coercion. Apart from the present case, there is no other criminal case/FIR is pending or registered against him. He has handed over the demand draft amounting to Rs.4,80,000/- as a full and final settlement and copy of the said demand draft was placed on file as Ex.P2 (original handed over to complainant). He had already paid a sum of Rs.1 Lac to the complainant on 21.08.2025 through bank transfer as mentioned in compromise deed dated 21.08.2025. He has never been declared proclaimed offender by any Court of law and no PO proceedings are pending against him. The present FIR may kindly be quashed.*

*The statement of the Investigating Officer namely ASI Narinder Kumar, No.711/CP was recorded on 25.09.2025, who has stated that he is Investigating Officer of the above-noted case/FIR. The present case has been registered on the complaint of complainant Sudhir Roy against the accused namely Rahul @ Rahit (Rohit). Apart from the complainant, there is no other complainant/injured/victim in the present case. There is only one accused in the present FIR i.e. Rahul @ Rahit (Rohit) and apart from him, there is no other person arrayed as accused in the present FIR. As per ICJS record, apart from the present case, the*

*accused is not involved in any other criminal case/FIR. As per record, the accused has not been declared as proclaimed offender by any Court of law. The present case is at the stage of investigation.*

*Respected sir, as per the statement of Investigating Officer there is only one person involved as accused in the present case. There is also one complainant/victim in this case. The accused as well as complainant/victim are the party to the compromise and signed the same. As per the statement of Investigating Officer, the accused is not proclaimed offender and is also not stated to be involved in any other FIR. After going through the above statements of complainant Sudhir Roy and accused, this Court is of the opinion that compromise effected between the complainant and accused/petitioner is valid compromise and has been effected without there being any kind of influence or coercion. Hence, this report is hereby submitted to your honour, accordingly.”*

5. 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.

6. Mr. Amrit Kashyap, Advocate appears on behalf of respondent No. 2 and reiterate the settlement and their concurrence to the quashing of the FIR alongwith all the other consequential proceedings.

7. The broad principles governing the exercise of powers under Section 482 of the Code of Criminal Procedure 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**' wherein it was held as under:

*16. The broad principles which emerge from the precedents on*

*the subject, may be summarised in the following propositions:*

*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.*

8. On consideration of the above, the following relevant factors emerge for supplementing a case for invocation of the powers under Section

528 of BNSS, 2023:-

- a. It is established from the report of Judicial Magistrate First Class, Chandigarh that a compromise has been effected voluntarily between the parties and the same is genuine and without any coercion or any undue pressure.
- b. The allegations arise out of an arrangement concerning facilitation of overseas employment and issuance of visas and the payments were made in identifiable tranches and the visas were issued in documentary form. Such matters often fall within the framework of civil recovery.
- c. The complaint does not allege physical violence or threat at inception of the transaction. The gravamen of the accusation pertains to alleged misrepresentation and non-refund of money.
- d. Petitioner is aged 29 years and continued incarceration in a criminal case will cause severe repercussions to the petitioners in discharge of their social obligation as well as at their work place and may adversely impact their careers.
- e. The offence(s) in question cannot be said to be heinous or that would be shocking to the collective conscience of the society. It can also not be termed as one shocking to the conscience of the Court;
- f. Continuation of the proceedings, with the complainant unlikely to support the case of the prosecution, would serve no larger public purpose and would only result in a waste of



judicial time.

9. In view of the report submitted by the Judicial Magistrate First Class, Chandigarh and having regard to the settled principles laid down by the Hon ble Supreme Court on the subject, the instant petition is allowed. The aforesaid FIR No.127 dated 16.08.2025 under Sections 318(2), 318(4), 336(2), 336(3), 338 and 340(2) of the BNS, 2023 registered at Police Station, South Sector-34, Chandigarh and all other consequential proceedings arising therefrom **are hereby quashed** in view of the compromise dated 21.08.2025 (Annexure P-2). However, the same would be subject to payment of costs of **Rs.20,000/-** to be deposited by each of the petitioners with the **High Court Legal Services Committee, Chandigarh** within a period of two months of receipt of certified copy of this order.

Petition is allowed.

(VINOD S. BHARDWAJ)  
JUDGE

FEBRUARY 11, 2026  
Vishal Sharma

|                           |   |        |
|---------------------------|---|--------|
| Whether speaking/reasoned | : | Yes/No |
| Whether Reportable        | : | Yes/No |