



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

280

CRM-M-49342-2025 (O&M)

Date of decision: 22.01.2026

Jatinder Kaur Chahal @ Simran

...Petitioner(s)

VERSUS

State of Haryana and another

...Respondent(s)

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

Present :- Mr. D.P.S. Bajwa, Advocate for the petitioner(s).

Mr. Onkar Singh Wahla, Sr. DAG Haryana.

Mr. Rahul Singh, Advocate for respondent No.2.

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.1419 dated 22.09.2023 under Sections 406, 420, 506 of the Indian Penal Code, 1860 registered at Police Station Panipat City, District Panipat, along with all subsequent proceedings arising therefrom on the basis of compromise dated 08.08.2025 (Annexure P-2).

2. Briefly summarised, the dispute arises out of allegations levelled by the complainant, Jasmine, that the accused persons, Simran and Narsi, who operate an overseas immigration consultancy under the name “Finova Solution” from Mumbai, induced her to part with substantial sums of money on the false assurance of securing employment and a visa to the United States. Acting on the representations made by the accused, the complainant agreed to pay an amount of Rs.25 lakhs for the said purpose

and, between June 2022 and August 2022, paid various sums in cash and through bank transfers, besides handing over her personal documents to persons claiming to be representatives of the accused. It is stated that despite repeated assurances that her visa had been processed and interviews arranged, no visa was ever granted and, on the contrary, her visa application was ultimately rejected, thereby frustrating her prospects of travelling abroad. Upon demanding either proof of the visa or refund of the amounts paid, the complainant states that the accused demanded further money, refused to return the earlier amounts and documents and extended threats of dire consequences to her and her family. Alleging cheating, criminal breach of trust, extortion and criminal intimidation, the complainant asserts that the accused continue to threaten her and may abscond abroad, which led to the registration of the FIR in question.

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 04.09.2025 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 Chief Judicial Magistrate, Panipat vide Memo No. 2105 dated 24.10.2025.

The relevant extract of the report is reproduced as under:-

“(1) Total number of persons found involved as accused in the dispute/FIR;

Taking into consideration the contents of FIR and the statement of Investigating Officer, three persons namely Narsi Singh, Jatinder Kaur M. Chahal @ Simran and Santpreet Singh are accused in the case.

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

Jasmeen is the complainant and the only victim in the present case. She (Jasmeen) has appeared before the court and made her statement in support of the compromise.

(iii) Whether all the accused and complainant/victims are party to compromise & signed the same,

Accused Jatinder Kaur M Chahal Simran and complainant/victim Jasmeen are party to the compromise and have signed the same. Accused Narsi Singh and Santpreet Singh are not party to the compromise, though, the matter has been compromised in entirety and Complainant/Victim Jasmeen has no objection in case the FIR is quashed against all the accused persons.

(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;

Accused Narsi Singh and accused Santpreet Singh have not been arrayed as party in the quashing petition. However, the entire amount of Rs.10 lacs has been paid to Jasmeen (Victim)

and she has no objection if the FIR is quashed against all the accused persons.

As per the statements of accused Jatinder Kaur M Chahal Simran and complainant/victim Jasmeen, accused Narsi Singh is old and resides at Mumbai and accused Santpreet Singh, who is the son of maternal uncle of accused Jatinder Kaur M Chahal @Simran, is in California. It is reiterated that the entire amount of Rs.10 lacs has been paid to Jasmeen (Victim) and she has no objection if the FIR is quashed against all the accused persons.

(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;

As per the statement of Investigating Officer P/SI Sandeep Kumar, no accused person has been declared as a proclaimed offender/person and no such proceedings have been initiated or pending adjudication. It is stated by P/SI Sandeep Kumar that Lookout notice has been got issued against Santpreet Singh on 03.02.2025.

(vi) Report of the Court whether compromise is genuine, voluntary and without any coercion or undue influence;

The compromise is genuine, voluntary and without any coercion or undue influence and is the result of free will of the parties.

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

As per the contents of FIR, accused Narsi Singh and accused Simran, have a office by the name of 'FINOVA SOLUTION' at Mumbai. They offer services to provide for Visa. Complainant Jasmeen approached them for Visa to America. On their asking, she gave Rs.2,05,000/- in cash to the employee of FINOVA Solution. On 22.06.2022, she deposited Rs.5 lacs in the account of FINOVA Solution on the asking of Narsi Singh. On 27.06.2022, she deposited Rs.2,00,000/- in the account of Santpreet Singh and on 07.08.2022, she deposited Rs.95,000/- in the account of Santpreet Singh via Google pay. In total, complainant Jasmeen parted with Rs.10 lacs. She was deceived into handing over Rs.10 lacs in total for providing her visa for America, which accused failed to do and refused to return the money.

As per the statements of Jasmeen (Complainant) and accused Jatinder Kaur M. Chahal @ Simran, entire amount of Rs.10 lacs has been returned to Jasmeen by accused Jatinder Kaur. No grievance against any of the accused persons is pending. Though, the compromise has been signed by Jasmeen (Complainant) and only one of the accused namely Jatinder Kaur M. Chahal @ Simran, Complainant Jasmeen has no objection if the FIR is quashed against all the accused persons.”

6. Reply filed by way of affidavit dated 15.10.2025 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. Counsel also given in written that the complainant/respondent No.2 has no objection, if the Court quashed the FIR qua the other co-accused i.e. Narsi and Sant Preet Singh as well and the same is taken on record.

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 settlement arrived at between the parties, the continuation of the criminal proceedings would serve no useful purpose. Although all the accused have not been arrayed as parties to the present petitions, the report received from the Chief Judicial Magistrate, Panipat, records that the dispute has been settled in its entirety, the agreed amount has been paid to the complainant and nothing further remains to be adjudicated between the parties. In such circumstances, the further continuation of the proceedings would amount to a mere waste of valuable judicial time.

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 emanates from a transaction relating to overseas immigration services and payment of money, which is essentially private in nature and arises out of alleged inducement and financial dealings between the*

parties.

- ii) In view of the settlement, the complainant has received satisfaction of her claims and has stated that she does not wish to pursue the criminal proceedings any further and has no subsisting grievance against the accused.*
- iii) Petitioner is of 51 years of age and continued criminal incarceration will cause severe repercussions to the petitioner in discharge of his social obligations as well as in his work place.*
- 4) The FIR in question pertains to the year 2023 and the proceedings are at an early stage.*
- 5) In view of the compromise so arrived at, the likelihood of the complainant and injured witnesses supporting the prosecution case is remote and the probability of securing a conviction is also bleak.*
- 6) The continuation of criminal proceedings would serve no larger public purpose and would only result in unnecessary harassment of the parties and futile expenditure of valuable judicial time.*
- 7) 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.*
- 8) 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 Chief Judicial Magistrate, Panipat 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.1419 dated 22.09.2023 under Sections 406, 420, 506 of the Indian Penal Code, 1860 registered at Police Station Panipat City, District Panipat, along with all subsequent proceedings arising therefrom, are hereby quashed qua the petitioner(s) as well as co-accused Narsi and Sant Preet Singh on the basis of compromise dated 08.08.2025 (Annexure P-2) and statement given in writing by the counsel for respondent No.2. However, the same would be subject to payment of costs of Rs.20,000/- to be deposited by the petitioner and co-accused Narsi and Sant Preet Singh each with the DHFWS SKS USERFEES CS OFFICE, PKL, Account No.50100189689492, IFSC Code: HDFC0004832, HDFC Bank Sector-6, Panchkula within a period of two month(s) from receipt of certified copy of this order.

14. Petition is allowed.

(VINOD S. BHARDWAJ)
JUDGE

22.01.2026

Mangal Singh

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