



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

278

CRM-M-53115-2025 (O&M)

Date of decision: 04.02.2026

Ravi Sharma and others

...Petitioner(s)

VERSUS

State of Haryana and another

...Respondent(s)

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

Present :- None for the petitioners.

Mr. Onkar Singh Wahla, Sr. DAG, Haryana.

None for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 is for quashing of FIR No.655 dated 25.08.2025 under Sections 115, 127(2), 140(3), 190, 191 (2), 351(3), 61 of the BNS, 2023 registered at Police Station Azad Nagar, District Hisar along with all subsequent proceedings arising therefrom on the basis of compromise deed/affidavit dated 01.09.2025 (Annexure P-2).

2. The FIR in the present case has been registered on the statement of Sunil, son Jaibir, resident of Village Sultanpur, District Hisar , The relevant part of which reads as under:-

“ I am a resident of the above address and I work in getting visas. I had sent son of Suman resident of village Dhadra District Jind abroad through my acquaintance Balwinder Khanpur Malerkotla Punjab. I was the middleman for both of them in this regard and I took money from Suman and gave it to Balwinder. After about three months Suman told me that my son has returned. She ask for her money back. I said that I had given the money to Balwinder. Suman repeatedly started

pressuring me to return the money. So out of fear I returned about 5-6 lakh rupees to Suman. Suman still started keeping a grudge against me. Ravi S/o Shiv Kumar resident of village Panihari Tehsil Barwala District Hisar is an acquaintance of Suman resident Dhadrath. Yesterday on 24.08.2025 at about 12.30 PM I received a call on my mobile no. 93102-20559 from mobile no. 81681-46181. The caller said that I am Ankit speaking, you talk to Ravi Sharma once. When I talked to Ravi, Ravi told me to come near HP petrol pump on Hisar Camry Road, two-three parties are coming. We have to talk about getting visa trusting Ravi and Ankit, whom I already know, I came to Hisar and reached the address given by them near HP petrol pump Camry Road Hisar. When I reached there, Ravi s/o Shiv Kumar resident Panihari Hisar, Ankit Punia resident Kanoh Hisar, Deep Jangra and other 3 and 4 other boys whose name and address I do not know were present there. On reaching there, Ravi and the other boys took me to the room above the office and as soon as we went there they took away my money of about seven and a half thousand rupees and a gold ring weighing about eight grams. Ravi, Ankit, Deep and the other boys said why are you not giving money to Suman madam, all of us have been sent by Suman madam, resident of village Dhadrath Jind, I said that Suman does not ask for any money on my behalf, then getting angry on this, Ravi, Ankit, Deep and all the other boys attacked me with wooden sticks, they hit my waist, neck, legs and hands. When Ravi called Naveen S/o Kawal Sharma resident of Sulchani district Hisar, Naveen said keep him sit, I am coming there and will shoot him. Ankit also had a double barrel gun with him. All the boys kept me hostage in the room and kept beating me. Ankit also tried to transfer money online from my mobile to his account but the transfer failed. After that Ravi, Ankit, Deep and another boy forcibly took me in a car brand Swift white in colour and the other boys boarded another car whose brand I do not

remember. They took me near Hisar Cantt. On the way, they tried to fill petrol in the car by putting money from my phone, but here also the transaction was not successful. They told me to go to a shop and withdraw money by putting thumb impression through Aadhar card and give it to them. After entering the shop, I shouted for help and they again tried to forcibly put me in the car but a crowd gathered there and Ankit, Deep and the other boy fled from there with the car. Someone called on Dial 112. After that I called Sumit S/o Shri Balwan resident of village Rampura Tehsil Hansi District Hisar who took me in his car and admitted me to Civil Hospital Hisar where I am undergoing treatment. Ravi Sharma S/o Shiv Kumar resident of Panihari Ankit Punia resident of Kanoh, Deep Jangra and other boys at the behest of Suman resident of village Dhadrath District Jind and Naveen S/o Kanwal resident of Sulchani, held me hostage and beat me up without any reason. They have tried to kidnap me and take my money by intimidating me and have snatched my seven and a half thousand Rupees and gold ring have been snatched. They are threatening to kill me.”

3. However, with the intervention of the respectables, the parties have decided to compromise the matter. Hence, the present petition.

4 The parties were thus directed to appear before the learned trial Court/Illaq Magistrate vide order dated 19.09.2025 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, a report has been received from Civil Judge (Junior Division)-cum-Judicial Magistrate First Class, Hisar, vide Memo No.1035 dated 13.11.2025. The relevant extract of the report is reproduced as under: -

“Accused persons namely Ankit son of Anup Singh, Deep Jangra @ Yashpal son of Satyawar, Ravi Sharma son of Shiv Kumar, Suman Lata wife of Kahsi Ram and Naveen son of Kawal Singh vide their separate statement stated that they have amicably settled the dispute with the complainant namely Sunil son of Jaibir and same is without any threat pressure, coercion or any influence etc. Statement of complainant Sunil son of Jaibir was also recorded, wherein he stated that he has amicably settled the dispute with accused namely Ankit son of Anup Singh, Deep Jangra @ Yashpal son of Satyawar, Ravi Sharma son of Shiv Kumar, Suman Lata wife of Kahsi Ram and Naveen son of Kawal Singh. It emerges that compromise is genuine voluntary and without any coercion or any influence etc. They also stated that in view of the above said settlement, present FIR may kindly be quashed.

Accused persons as well as the complainant were duly identified by their respective counsel and compromise seems genuine and without any fear or pressure.”

6. 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.

7. 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.”

8. 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 BNSS:-

i. The dispute giving rise to the FIR is purely personal and private

in nature, emanating from a monetary dispute and does not involve any offence having a serious impact on society at large.

- ii. The parties have amicably resolved their dispute, and the compromise has been entered into voluntarily, without any coercion, pressure, or undue influence.
- iii. Petitioners No. 1, 2 and 3 are in their twenties standing at the threshold of their adult lives. Subjecting them to prolonged criminal prosecution would have a disproportionate and irreversible adverse impact on their future, education, and prospects
- iv. Petitioners No. 4 and 5 are aged about 38 years and 42 years respectively, are settled in life, and the continuation of criminal proceedings would serve no reformatory or deterrent purpose, but would only prolong unnecessary litigation.
- v. The offence(s) alleged can neither be characterised as heinous or of such gravity as to shock the collective conscience of society, nor do they partake the nature of offences that would shock the conscience of the Court.
- vi. Permitting the prosecution to continue, despite the settlement, would result in abuse of the process of law and unnecessary wastage of valuable judicial time.

9. In view of the report of the Civil Judge (Junior Division)-cum-Judicial Magistrate 1st Class, Hisar 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 No.655 dated 25.08.2025 under Sections 115, 127(2), 140(3), 190, 191 (2), 351(3), 61 of the BNS, 2023 registered at Police Station Azad Nagar, District Hisar along with all subsequent proceedings arising therefrom is hereby quashed, subject to furnishing proof of depositing costs as directed vide order dated 19.09.2025, in view of the compromise deed/affidavit dated 01.09.2025 (Annexure P-2).

10. Petition is *allowed* in above terms.

04.02.2026
Sumit Gusain

(VINOD S. BHARDWAJ)
JUDGE

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