



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

223

CRM-M-54793-2025
Date of decision: 01.05.2026

AJAY MAINI AND OTHERS

.....Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

.....Respondents

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

Present: - Mr. Lalit Goel, Advocate and
Mr. Sahil, Advocate for
Mr. Nitin Kant Setia, Advocate
for the petitioners.

Mr. Paras Talwar, Senior DAG, Haryana.

Mr. Vikas Kumar, Advocate,
for respondent No.3-complainant.

VINOD S. BHARDWAJ, J. (Oral)

The present petition has been filed under Section 528 B.N.S.S., 2023 seeking quashing of FIR No. 155 dated 06.05.2025 registered under Sections 406, 420, 467, 471 and 120-B of the Indian Penal Code, 1860 at Police Station Dabua, District Faridabad.

2. The complainant has filed its reply to the petition wherein Counsel for the petitioner had initially acknowledged the factum of compromise at the stage when the anticipatory bail i.e. CRM-M-50664-2025 was under consideration. The petitioner was thus granted concession of

anticipatory bail. He thus further avers that the petitioner has failed to abide by the terms of the settlement that had been arrived at between the parties and that the compromise has thus failed to fructify in a meaningful settlement.

3. Learned Counsel for the complainant reiterates that he does not agree to the factum of the settlement amongst the parties. The relevant averment in this regard is extracted as under:-

“10. That, realizing the fraudulent intent of the accused, the answering respondent, through counsel, duly apprised this Hon'ble Court of the true facts in the proceedings of CRM-M 50664 of 2025 on 23.09.2025. whereupon this Hon'ble Court, vide order dated 23.09.2025, was pleased to record that the compromise between the parties had not fructified.

11. That, in retrospection, the sequence of events makes it abundantly clear that the so-called compromise was a product of fraud and misrepresentation, and the accused practically coerced the answering respondent into executing the compromise deed dated 15.09.2025 and making a statement before this Hon'ble Court for the sole purpose of securing interim anticipatory bail.

12. That, in light of the above, it stands conclusively established that the answering respondent was misled, and his signature on the compromise deed dated 15.09.2025 was procured under fraudulent circumstances with mala fide intent to secure a favourable order dated 16.09.2025.

13. That the compromise deed dated 15.09.2025, having been vitiated by fraud and misrepresentation, is unjust, unenforceable, and legally untenable. It is a settled principle of law that no party can be permitted to benefit from its own fraud.

14. That the aforementioned Demand Draft No. 975203 dated 15.09.2025, drawn on Indian Overseas Bank,

Faridabad, for Rs. 6,40,957/-, remains uncashed and is offered to be returned to the petitioners, as the compromise has failed solely due to the accused's breach of their commitment to pay the remainder cash to the answering respondent.”

4. The said reply has been filed in February, 2026, with copy in advance to the Counsel for the petitioners but no counter to the same has been filed so far.

5. It is pointed by the Counsel for the respondent No.3-complainant submits that the second petition i.e. CRM-M-31228-2025 has been filed by the petitioner for seeking quashing on the merits. However, he prays for some time to file reply in the said quashing petition.

6. Taking into consideration, the specific contention noticed above, the present petition is disposed of. However, this disposal would have no bearing on the adjudication of the quashing sought by the petitioner on merits.

MAY 01, 2026
Vishal Sharma

(VINOD S. BHARDWAJ)
JUDGE

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