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

2026:PHHC:019594



CRM-M-62743-2025 (O&M)
Date of decision: 09.02.2026.

BEANT SINGH GILL AND ANOTHER

...Petitioner(s)

VERSUS

STATE OF PUNJAB AND ANOTHER

...Respondent(s)

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

Present :- None for the petitioner(s).

Mr. Saurav Verma, Addl. A.G. Punjab.

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.155 dated
09.08.2024 under Section(s) 420 and 120-B of the Indian Penal Code, 1860,
registered at Police Station City Moga, District Moga, along with all
subsequent proceedings arising therefrom on the basis of compromise dated
29.05.2025 (Annexure P-2).

2 Briefly summarized, aforesaid FIR was registered on the statement of complainant Paramjeet Singh Sidhu, son of Gurnam Singh. The translated version of the same is extracted as under: -

“To the worthy Director, Bureau of Investigation, Chandigarh, Punjab. Sub: For taking legal action against Smt. Naseeb Kaur alias Nand Kaur alias Gyan Kaur Gill wife of late Shri Harbaksh Singh Gill and Beant Singh Gill alias Jasminder Singh son of late Shri Harbaksh Singh, for preparing bogus death certificate of Harbaksh Singh and thereby committing fraud with the Indian Govt., as well as Canadian Govt. Sir, it is submitted that I Paramjit Singh Sidhu son of Shri Gurnam Singh Sidhu am resident of 8 Garry Court, Brampton, Ontario, Canada (L6Y 4M7). It is submitted that I had moved a complaint No. 6274 PC-7/22 before the office of Senior Superintendent of Police, Moga, in which I had mentioned that Harbkash Singh Gill was permanent resident of village Bahona District Moga, who had earlier gone to England and around 1990 he shifted to Canada along with his family members. The above Harbaksh Singh had purchased a house having residential address '13 Ontona Drive, Brampton, Ontario (L6Y 3E1) by taking loan from the bank and the same was covered under an Insurance policy. Smt. Naseeb Kaur alias Nand Kaur alias Gyan Kaur Gill wife of late Shri Harbaksh Singh Gill and Beant Singh Gill alias Jasminder Singh son of late Shri Harbaksh Singh in connivance with each other hatched a conspiracy for committing fraud with the Insurance Company. So under this conspiracy they sent Harbaksh Singh Gill to India and thereafter they got issued a bogus death certificate of Harbaksh Singh by showing his false death on 29.11.1993 and in the said death certificate they mentioned the place of death as Mohalla Kishanpura, Moga. A copy of said bogus certificate is attached herewith. Naseeb Kaur alias Nand Kaur alias Gyan

Kaur Gill testified this bogus certificate by giving her affidavit. Thereafter on the basis of said bogus death certificate they got the bank loan of their house waived off through the insurance cover. Thereafter the said house was transferred on the name of. Naseeb Kaur alias Nand Kaur alias Gyan Kaur Gill as legal heir of Harbaksh Singh and thereafter she transferred the said house on the name of her son Beant Singh Gill alias Jasminder Singh who sold the said house in 1998. It is worth mentioning here that in fact Harbaksh Singh Gill died on 6.1.2002 in village Bahona, District Moga (A death certificate is attached herewith). The above Harbaksh Singh Gill had also got registered a mortgage deed on 2.06.1997 in village Bahona District Moga. So keeping in view the above facts and circumstances legal action is required to be taken against Naseeb Kaur alias Nand Kaur alias Gyan Kaur Gill and Beant Singh Gill alias Jasminder Singh son of late Harbaksh Singh for committing fraud with the Indian as well as Canadian government by preparing and using bogus death certificate. The S.S.P. Moga had entrusted the enquiry of this complaint to the Incharge Human Trafficking Unit and upon which the Incharge Human Trafficking Unit after conducting enquiry sent the report to the D.S.P. Special Crimes, Moga. However, the DIG Faridkot, Shri P.K. Yadav put pressure on the officers and got the said complaint filed as devoid of merits and because of that I could not get the justice. So therefore, I am praying for conducting fair enquiry of this complaint.”

3 However, with the intervention of the respectables from both sides, 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 11.11.2025 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 the Chief Judicial Magistrate, Moga, vide Memo No.1831 dated 04.12.2025. The relevant extract of the report is reproduced as under:-

“7. In view of the statements of the parties involved in the matter and SI Mangal Singh No. 123/Moga, posted at P.S City Moga, the requisite report is submitted as under :-

i. From the statements of Inderjit Singh power of attorney holder of complainant Paramjit Singh and SI Mangal Singh Investigating Officer, it appears that the present case FIR has got been registered against both the accused persons namely Beant Singh Gill and Nasib Kaur @ Nand Kaur @ Gyan Kaur.

ii. From the statements of Inderjit Singh power of attorney holder of complainant Paramjit Singh and SI Mangal Singh Investigating Officer, it appears that the present case FIR has got been registered only on the statement of complainant/victim Paramjit Singh.

iii. In the present case FIR, both the accused persons namely Beant Singh Gill through attorney Joginder Singh Gill and Nasib Kaur @Nand Kaur @ Gyan Kaur through attorney Balraj Singh as well as complainant/victim Paramjit Singh through attorney Inderjit Singh are party to the compromise and they all have got their respective statements recorded in the Court on dated 27.11.2025 through their attorney holders, who after admitting the compromise as genuine, signed the same.

iv. From the statements of both the accused persons and

complainant, it appears that except accused Beant Singh Gill and Nasib Kaur @Nand Kaur @ Gyan Kaur from one side and complainant Paramjit Singh from other side, there is no other affected person involved in the present case FIR to be arrayed as party in the quashing petition before Hon'ble High Court.

v. From the statements Joginder Singh Gill attorney holder of accused Beant Singh Gill and Balraj Singh attorney holder of accused Nasib Kaur @ Nand Kaur @ Gyan Kaur as well as SI Mangal Singh, it appears that the none of the accused persons related to the present case FIR neither declared proclaimed offender nor any proclamation proceeding is pending against them nor the accused persons are involved in any other criminal case except the present case FIR.

vi. From the statements of both the parties i.e. complainant as well as both the accused persons, it appears that the compromise has been effected between parties is genuine, voluntary and without any coercion or undue influence and is not result of any fraud or misrepresentation and parties have suffered their statement with their free will.”

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.

The broad principles for exercising the powers under Section 482, Cr.P.C (now Section 528 BNSS) 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 noncompoundable.

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.”

7 The Hon'ble Supreme Court has held in the matter of 'Ramgopal And Another Vs State of Madhya Pradesh, 2021 SCC Online SC 834', that the matters which can be categorized as personal in nature or in the matter in which the nature of injuries do not exhibit mental depravity or commission of an offence of such a serious nature that quashing of which would override public interest, the Court can quash the FIR in view of the settlement arrived at amongst the parties.

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) It is established from the report submitted by the Chief Judicial Magistrate, Moga, that the parties have entered into a compromise voluntarily, which is genuine in nature and has been effected without any coercion, undue influence, or pressure.

(ii) The perusal of the FIR reveals that the dispute arose because of bogus death certificate prepared by the petitioners in order to avail waiver of insurance cover and the alleged alteration thereof, is essentially private and personal in nature, with no continuing impact on public peace or societal order.

(iii) The petitioner no.1 is aged 67 years and petitioner no.2 is aged 91 years and continuation of criminal proceedings would hamper their health and well being

(iv)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.

(v)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.

(vi) Quashing of the FIR in the facts and circumstances of the case would secure the ends of justice, restore harmony between the parties and prevent abuse of the process of law.

9 In view of the report of the Chief Judicial Magistrate, Moga 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.155 dated 09.08.2024 under Section(s) 420 and 120-B of the Indian Penal Code, 1860, registered at Police Station City Moga, District Moga along with all subsequent proceedings arising therefrom are hereby quashed on the basis of compromise dated 29.05.2025 (Annexure P-2) entered between the parties. However, since receipt regarding deposit of costs of Rs.10,000/- only has been placed on record, the quashing of FIR would be subject to payment of remaining costs of Rs.10,000/- as directed vide order dated 11.11.2025,

within two months from receipt of a certified copy of this order.

10 Petition is allowed in above terms.

February 09, 2026.	(VINOD S. BHARDWAJ)
raj arora	JUDGE
<i>Whether speaking/reasoned</i>	: <i>Yes/No</i>
<i>Whether reportable</i>	: <i>Yes/No</i>