



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

273

CRM-M-63885-2025
Date of decision: 05.02.2026

SANJEEV KUMAR ALIAS SANJIV KUMAR AND ANOTHER

.....Petitioners

VERSUS

STATE OF PUNJAB AND ANOTHER

.....Respondents

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

Present: - Mr. Mohit Thakur, Advocate
for the petitioners.

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

Mr. Chiranshu Rattan, Advocate
for respondent No.2.

VINOD S. BHARDWAJ, J. (Oral)

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1. Prayer in the present petition under Section 528 of the Bharatiya Nagarik Suraksha Sanhita, 2023 is for quashing of FIR No.130 dated 04.11.2025 under Sections 316(2), 318(4) of BNS, 2023 and Section 24 of Emigration Act, registered at Police Station Kiratpur Sahib, District Rupnagar along with all subsequent proceedings arising therefrom on the basis of compromise dated 06.11.2025 (Annexure P-2).

2. The present FIR was registered on the statement of Harvinder Singh son of Jaimal Singh resident of Village Maura, Police Station Kiratpur

Sahib, District Rupnagar, the same reads as under:-

"I am a resident of the above address and am a truck driver. My maternal uncle Avtar Singh son of Ajit Singh resident of village Dher, police station Sri Anandpur Sahib, who is also a truck driver. My maternal uncle Avtar Singh's friend Sanjeev Kumar son of Ram Kishan resident of Bandlehri Tehsil Nangal who works as a travel agent who has an office at Ganguwal. I and my maternal uncle Avtar Singh went to Sanjeev Kumar's office at Ganguwal on 23/08/2025 and talked about going to a foreign country, Tajikistan. Sanjeev Kumar said that I will send you to a foreign country only through my friend, travel agent Asif Khan son of Alias Khan resident of Raipur Nangal. Who said that for 1 person to go to a foreign country, Tajikistan it will cost 1 lakh 45 thousand rupees and you will work as a tipper driver in a foreign country, Tajikistan. And that day he received advance of 45 thousand rupees in cash and 14 thousand rupees through Google Pay from me and asked me to get a medical done on 16 September 2025 and asked me to deposit the remaining payment before 16 September, to which I gave 19 thousand rupees on 27/08/2025, 14 thousand rupees through Google Pay on 05/09/2025 and 53 thousand rupees in cash. Then I obtained a passport from the above travel agent Asif Khan from his Railway Road Nangal office and after getting a medical done on 16 September 2025, he sent me to the Tajikistan TGM company. My uncle Avtar Singh and many other boys were with me. We reached there and spent 70/70 dollars ourselves and got our visa for two months. Where we reached the TGM company and there we were given labor work instead of tipper driver work. When I contacted my agents Sanjeev Kumar and Asif Khan, they started threatening us. They said that this is not our responsibility. You see for yourself. The days we stayed in the above company, we were threatened and taken to other work. We were not aware of those company

people. Then we coordinated with our family members and told them the whole incident. Then our family members got tickets through these agents and called us back to India from the possession of the above company. These above agents have cheated us and sent us to some other work by telling us tipper driver work. Legal action should be taken against these above agents Sanjeev Kumar and Asif Khan who have cheated me and my due amount of 1 lakh 45 thousand should be returned.”

3. The parties were directed to appear before the learned trial Court/Illaq Magistrate vide order dated 13.11.2025 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.

4. Pursuant to the said order, a report has been received from the Judicial Magistrate 1st Class, Sri Anandpur Sahib vide Memo No. 193 dated 03.02.2026. The relevant extract of the report reads thus:-

“1. As per the statement of Investigating Officer, two persons namely Sanjeev Kumar @ Sanjiv Kumar and Asaf Khan (@Afis Khan are involved as accused in the dispute/FIR.

II. As per the statement of Investigating Officer, Harwinder Singh is the only complainant/victim in the present FIR:

III. Both the accused persons and complainant/victim are party to compromise and have signed the same:

IV. As per the directions of Hon'ble High Court, complainant and accused persons who were arrayed as party in the quashing petition before the Hon'ble High Court recorded their statement regarding compromise;

V As per the statement of Investigating Officer, neither the accused have been declared as a proclaimed

offender/person nor any such proceedings against accused have been initiated or pending adjudication;

VI. The compromise is genuine, voluntary and without any coercion or undue influence;

VII. No other aspect is relevant to the present case.

5. Status report by way of an affidavit of Jashandeep Singh Mann, PPS, Deputy Superintendent of Police, Sub Division Sri Anandpur Sahib, District Rupnagar has been filed on behalf of respondent No.1-State and the same is taken on record.

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. Mr. Chiranshu Rattan, Advocate appear 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.

8. 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.

9. The Hon'ble Supreme Court has held in '**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.

10. 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, Sri Anandpur Sahib 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 FIR in question pertains to the year 2025 and therefore; the case is still at an initial stage. Putting an end to the proceedings will bring peace and tranquility among parties.
- c. The dispute giving rise to the FIR emanates predominantly from contractual and monetary transactions relating to fake assurance given to the complainant regarding a job as a “Tipper Driver” abroad.
- d. 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;
- e. 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.

- f. Petitioner No.1 is 34 years old and petitioner No.2 is 53 years old and their continued involvement in criminal proceedings is likely to cause serious and disproportionate hardship in the discharge of their social and familiar obligations.

11. In view of the report submitted by the Judicial Magistrate First Class, Sri Anandpur Sahib 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.130 dated 04.11.2025 under Sections 316(2), 318(4) of BNS, 2023 and Section 24 of Emigration Act, registered at Police Station Kiratpur Sahib, District Rupnagar and all other consequential proceedings arising therefrom **are hereby quashed** in view of the compromise dated 06.11.2025 (Annexure P-2).

Petition is allowed.

(VINOD S. BHARDWAJ)
JUDGE

FEBRUARY 05, 2026
Vishal Sharma

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