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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CRM-M-68542-2025 (O&M)
Decided on : 04.02.2026

Dharminder @ Hunny and others . . . Applicant(s)

Versus

State of Haryana and another . . . Respondent(s)

CORAM: HON'BLE MR. JUSTICE SANJAY VASHISTH

PRESENT: Mr. M.S. Kathuria, Advocate
for the petitioner(s).

Mr. Kanwar Sanjiv Kumar, AAG, Haryana.

Mr. Keshwav Bhandari, Advocate for
Mr. Virender Soni, Advocate, for respondent No.2.

SANJAY VASHISTH, J. (Oral)

1. In the instant compromise quashing petition filed by the petitioner, on 05.12.2025, following order was passed by this Court:-

“1. Instant petition has been filed under Section 528 of the BNSS, 2023 (earlier Section 482 Cr.P.C.), seeking quashing of the below detailed First Information Report (FIR), and all the consequential proceedings arising therefrom, on the basis of the compromise dated 29.09.2025 (Annexure P-4), effected between the parties.

DETAIL OF CRIMINAL CASE:

FIR No.	Date	Section(s)	Police Station	District
161	30.02.2016	148, 149, 323, 324, 326 IPC	Shahabad	Kurukshetra

Further, details of petitioner(s)/accused and complainant/victim(s), as per memorandum of parties of present petition, is as under:-

Sr. No.	Name(s)	Status in present petition viz. Petitioner/accused OR Complainant/victim – respondent No.
1.	Dharminder @ Hunny	Petitioner No.1
2.	Vikramjit Singh	Petitioner No.2
3.	Vicky @ Lala	Petitioner No.3
4.	Bhupinder Singh	Respondent No.2

2. *Learned counsel for the petitioners submits that all the three petitioners were convicted for committing offences under Sections 323, 324, 326 read with Section 34 IPC and were accordingly sentenced as under:*

Section	Period of imprisonment	Fine
Section 323 read with Section 34 of Indian Penal Code	Six months Simple Imprisonment each.	Nil.
Section 324 read with Section 34 of Indian Penal Code	Two years Simple Imprisonment each	Rs. 2000/- each
Section 326 read with Section 34 of Indian Penal Code	Three years Rigorous Imprisonment each	Rs. 2000/- each

Assailing the aforesaid judgment of conviction and order of sentence, appeal filed by the petitioners i.e. CRA/260 of 2025, CRA/213 of 2025 and CRA/210 of 2025 are pending before the Court of learned Additional Sessions Judge, Kurukshetra for its final adjudication.

During the pendency of the appeals, parties i.e. petitioners on the one hand and the private respondent No. 2, on the other hand, have settled their dispute for all times to come by executing an agreement/compromise deed dated 29.09.2025 appended as Annexure P-4, therefore, if proceedings arising from the aforementioned FIR, and all the consequential proceedings arising therefrom, are quashed, all the parties and their family members will be able to live their lives peacefully.

3. *Notice of motion.*
4. *On asking of the Court, Mr. Pawan Kumar Jhanda, Sr. DAG Haryana, who is present in the Court, accepts notice on behalf of the respondent-State.*
5. *Mr. Virender Soni, Advocate appears on behalf of respondent No. 2 and admits execution of the compromise (Annexure P-4).*
6. *The affected parties are directed to appear before the learned Trial Court/Illaqa Magistrate, on or before 23.12.2025 or on any other date convenient to the Court, for getting their respective statements recorded with regard to the compromise. Thereupon, the concerned Court shall submit a detailed report, containing the information on the following points, along with copies of the statements to this Court, on or before the adjourned date:-*

Sr. No.	Information required
I.	Total number of persons found involved as accused in the dispute/FIR.
II.	Number of complainant/victim(s).
III.	Whether all the accused and complainant / victims are party to compromise & signed the same.
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.
V.	In case, the petition is not found to be filed by all the accused persons in the case, and only some of them have approached the Court seeking

	<i>quashing of the proceedings on the basis of compromise, whether complainant(s)/victim(s) is/are ready to give specific statement(s) that: "He/she/they has/have compromised the dispute in this case as a whole, i.e. qua all the accused in the case, and this very statement shall be good enough, binding upon him/her/them, and no objection could have been raised at a later stage in case remaining accused, who are not party in the present petition but involved in the criminal case directly or indirectly, come forward seeking quashing of FIR and all subsequent proceedings qua them, on the basis of the present statement being made."</i>
VI.	<i>Whether any accused has been declared as a proclaimed offender/person or any such proceedings against him/her have been initiated or pending adjudication</i>
VII.	<i>Stage of the trial/proceedings</i>
VIII.	<i>Report of the Court whether compromise is genuine, voluntary, and without any coercion or undue influence</i>
IX.	<i>Any other aspect relevant to the present case.</i>

7. *To come up on 04.02.2026, awaiting report.*
8. *Meanwhile, proceedings before the appellate Court shall remain stayed till the next date of hearing."*

2. Report dated 27.12.2025 has since been received from learned Sub-Divisional Judicial Magistrate, Shahabad, in pursuance to the directions of this Court wherein, the factum of the compromise arrived at between the parties stands verified and confirmed. As per the report(s) compromise has indeed been effected between the parties and the same is without any pressure or coercion and out of their free will and the private respondents have also made statement to the effect that they would have no objection if the FIR *qua* the accused-petitioners is quashed.

3. Learned counsel for the complainant submits that the dispute between the parties has now been amicably settled, and refers to compromise-deed dated 05.07.2024 (Annexure P-4) [wrongly typed as 29.09.2025 (Annexure P-4) in the order dated 05.12.2025], wherein it has been categorically mentioned that with the intervention of respectable, the matter has been compromised between the parties, in view of the terms & conditions mentioned in the compromise-deed (P-4). Learned counsel further submits that the complainant has no objection to the compounding of

the offence(s) as well as final disposal of the litigation in view of the compromise-deed (P-4).

4. The Full Bench of this Court in the matter of Kulwinder Singh and others v. State of Punjab and another, 2007 (3) RCR (Criminal) 1052, has observed as under:

“(28) To conclude, it can safely be said that there can never be any hard and fast category which can be prescribed to enable the Court to exercise its power under Section 482 of the Cr.P.C. The only principle that can be laid down is the one which has been incorporated in the Section itself, i.e., "to prevent abuse of the process of any Court" or "to secure the ends of justice”.

(29) In Mrs. Shakuntala Sawhney v. Mrs. Kaushalya Sawhney and others, Hon'ble Krishna Iyer, J. aptly summoned up the essence of compromise in the following words:

“The finest hour of justice arrives propitiously when parties, despite falling apart, bury the hatchet and weave a sense of fellowship of reunion.”

(30) The power to do complete justice is the very essence of every judicial justice dispensation system. It cannot be diluted by distorted perceptions and is not a slave to anything, except to the caution and circumspection, the standards of which the Court sets before it, in exercise of such plenary and unfettered power inherently vested in it while donning the cloak of compassion to achieve the ends of justice.

(31) No embargo, be in the shape of Section 320(9) of the Cr.P.C., or any other such curtailment, can whittle down the power under Section 482 of the Cr.P.C.

(32) The compromise, in a modern society, is the sine qua non of harmony and orderly behaviour. It is the soul of justice and if the power under Section 482 of the Cr.P.C. is used to enhance such a compromise which, in turn, enhances the social amity and reduces friction, then it truly is "finest hour of justice". Disputes which have their genesis in a matrimonial discord, landlord-tenant matters, commercial transactions and other such matters can safely be dealt with by the Court by exercising its powers under Section 482 of the Cr.P.C. in the event of a compromise, but this is not to say that the power is limited to such cases. There can never be any such rigid rule to prescribe the exercise of such power, especially in the absence of any premonitions to forecast and predict eventualities which the cause of justice may throw up during the course of a litigation.

(33) The only inevitable conclusion from the above discussion is that there is no statutory bar under the Cr.P.C. which can affect the inherent power of this Court under Section 482. Further, the same cannot be limited to matrimonial cases alone and the Court has the wide power to quash the proceedings even in non-compoundable offences notwithstanding the bar under Section 320 of the Cr.P.C., in order to prevent the abuse of law and to secure the ends of justice.

(34) *The power under Section 482 of the Cr.P.C. is to be exercised Ex-Debitia Justitia to prevent an abuse of process of Court. There can neither be an exhaustive list nor the defined para-meters to enable a High Court to invoke or exercise its inherent powers. It will always depend upon the facts and circumstances of each case. The power under Section 482 of the Cr.P.C. has no limits. However, the High Court will exercise it sparingly and with utmost care and caution. The exercise of power has to be with circumspection and restraint. The Court is a vital and an extra-ordinary effective instrument to maintain and control social order. The Courts play role of paramount importance in achieving peace, harmony and ever-lasting congeniality in society. Resolution of a dispute by way of a compromise between two warring groups, therefore, should attract the immediate and prompt attention of a Court which should endeavour to give full effect to the same unless such compromise is abhorrent to lawful composition of the society or would promote savagery.”*

5. Thus, on the basis of cited judgment(s) counsel submits that in view of the compromise/settlement arrived at between the parties; by compounding the offence(s), proceedings can be quashed for the offence(s) in question.

6. In view of the fact that the dispute has already been resolved, the proceedings arising out of FIR No.161, dated 30.02.2016, under Sections 148, 149, 323, 324, 326 of IPC, registered at Police Station Shahabad, District Kurukshetra, which has been culminated into conviction of petitioners under Sections 323, 324, 326 read with Section 34 of IPC, vide judgment of conviction and order of sentence dated 03/05.07.2024, passed by the learned Sub-Divisional Judicial Magistrate, Shahabad, are hereby quashed.

Ordered accordingly.

Resultantly, the judgment of conviction and order of sentence dated 03/05.07.2024, passed by the Court below, i.e., learned SDJM, Shahabad, and the consequential proceedings pending before the learned Lower Appellate Court, are also ordered to be treated as inoperative and of

no consequence for all intents and purposes.

7. Present petition stands disposed of, with the aforesaid observations.

Pending misc. application(s), if any, also stand(s) disposed of.

(SANJAY VASHISTH)
JUDGE

February 04, 2026
J.Ram

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