

2026 PHHC 028960



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

324-1

CRM-M-69364-2025 (O&M)

Date of decision: 23.02.2026

Harish Mendiratta

....Petitioner

Versus

Raj Kumar

...Respondent

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present : Mr. Parveen Chauhan, Advocate for the petitioner.

Mr. Sarvesh K. Gupta, Advocate for the respondent.

AMAN CHAUDHARY, J. (ORAL)

1. Prayer made in the present petition filed under Section 528 of BNSS is for quashing/setting aside order dated 04.11.2019 (Annexure P-4) passed by learned Judicial Magistrate 1st Class, Chandigarh, in case Criminal Complaint No.15083/2017 dated 02.12.2007 vide which he was declared as proclaimed person; complaint No.15083/2017 dated 02.12.2017 titled as 'Raj Kumar vs. Harish Mendiratta', as also the summoning order dated 18.01.2018, Annexure P2.

2. Learned counsel submits that during the pendency of the present petition, the petitioner has paid the entire amount in full and final satisfaction to the complainant and now no grievance survives, thus prays that the present petition be allowed.

3. Learned counsel for the respondent has filed a short reply, conceding to the fact as regards the compromise and that he has no objection if the criminal complaint as also summoning order is set aside on the basis of settlement arrived

at.

4. Heard.

5. It would be apposite to refer to the compromise deed dated 20.01.2026, appended as Annexure R1, which reads thus:

“COMPROMISE DEED

This compromise has been arrived at Chandigarh on 20th day of January, 2026 between:

RAJ KUMAR, aged 51 years, son of late Shri Gurdas Ram, resident of House No. 2951, Ambedkar Awas Yojna, Sector 56, Chandigarh. Permanent resident of Takoli, Ward No.5 Tehsil Bangana, District Una (Himachal Pradesh) Aadhaar No. 3829 9424 8654 (hereinafter called party of the FIRST PART)

AND

HARISH MENDIRATTA, age 49 years, son of Sh. Subash Mendiratta, resident of House No. 292, Sukhna Enclave, Village Kansal, Tehsil Kharar, Distt. S.A.S. Nagar, Mohali (Punjab) at present Resident of House No. 00, Near Tubewell No. 7, Kaimbawala, Chandigarh-160103. Aadhar No. 3979 4732 3023.

(hereinafter called party on the SECOND PART) ;

WHEREAS the party of the first part had got filed the criminal complaint Case No.15083/2170 dated 02.12.2017 titled as "Raj Kumar Vs. Harish Mendiratta" and criminal complaint Case No. 15082/2170 dated 01.12.2017 titled as "Raj Kumar Vs. Harish Mendiratta" before Ld. Judicial Magistrate First Class, Chandigarh against second party. Now, with the intervention of respectable and in order to bring peace, amity and to generate interfaith goodwill, a compromise has been effected between the parties of the first part and second part in connection with the matter involved in the above noted complaint on the following terms, conditions and stipulations, which will bind both the parties of the first and the second part: -

1. That it is respectfully submitted that the dispute between the petitioner and respondent No. 2/complainant, namely Raj Kumar, arose out of issuance of two cheques which are subject matter of the present petitions bearing CRM-M and CRM-M _ It is pertinent to state that even prior to the present stage, the entire cheque amount had already been paid to the complainant at the time when a compromise was effected with the cousin of the petitioner, namely Ashish Kumar, thereby fully satisfying the underlying financial liability. Despite the said fact, and with a view

to put a quietus to all disputes and to maintain cordial relations, the petitioner has further agreed and is still making an additional payment of Rs.15,000/- to the complainant, which clearly demonstrates the bona fide intention of the petitioner and that no legally enforceable debt or liability survives between the parties.

2. That it is further submitted that the present compromise has been arrived at voluntarily, without any pressure, coercion or undue influence, and with the free consent of respondent No.2/complainant. The complainant has unequivocally agreed and undertaken that he shall not initiate, institute or pursue any other proceedings, civil or criminal, including under Section 138 of the Negotiable Instruments Act, 1881, on the basis of any other cheque allegedly issued either by the petitioner or by his cousin Ashish Kumar, in future. The complainant has also acknowledged that except for the two cheques involved in CRM-M No. 69364 of 2025 and CRM-M 69366 of 2025, no other subsisting claim remains against the petitioner or his cousin, and the present settlement is full and final in respect of all monetary transactions between the parties.

3. That it is respectfully submitted that in view of the aforesaid compromise, which is lawful, genuine and in consonance with the spirit of Section 147 of the Negotiable Instruments Act, all disputes between the parties stand conclusively resolved. It has been mutually agreed that if any other case under Section 138 of the N.I. Act or any other civil or criminal proceedings pertaining to the same transaction (s) or cheques of the petitioner or Ashish Kumar are found to be pending, the same shall be deemed to have been settled and disposed of in terms of the present compromise. Continuation of the present proceedings would, therefore, amount to an abuse of the process of law, and no useful purpose would be served by keeping the matter pending, as the complainant has received the entire amount to his satisfaction and has no surviving grievance against the petitioner.

4. That the first party has agreed to accept a sum of Rs. 15,000/- (Fifteen Thousand only) towards lump-sum once for all.

5. That above said amount of Rs. 15,000/- (Fifteen Thousand only) has been paid today i.e. on 20.01.2026 in the shape of hard cash.

6. That the party of the first part will have no objection, if the said criminal complaint Case No. 15083/2170 dated 02.12.2017 titled as "Raj Kumar Vs. Harish

Mendiratta" and criminal complaint Case No.15082/2170 dated 01.12.2017 titled as "Raj Kumar Vs. Harish Mendiratta" before Ld. Judicial Magistrate First Class, Chandigarh against second party and all the proceedings connected thereto are either dropped or quashed or cancelled by the appropriate authority and/or Hon'ble Court qua the party of the second part and the party of first part hereby undertakes to appear and make statements, on oath or otherwise, swear affidavits in consonance with the hereinbefore mentioned spirit of the compromise.

7. That the party of the first part further will appear and make statements before the Hon'ble Courts mentioned in the preceding paragraphs and/or police authorities etc. In order to get the above said FIR quashed, annulled, cancelled or dropped, so far as parties of the second part is concerned.

8. That the parties of the second part will not file criminal or civil proceedings including defamation complaints, defamation suits, compensation, suits for damages under law of torts of any kind against the party of the first part after the said criminal complaints will be cancelled, annulled, dropped or quashed qua the party of the second part.

9. That the party of the first part will never rake up the issue pertaining to the above said FIR or any other issue/allegation levelled in the instant FIR against party of the second part before any-forum including police authorities and/or Hon'ble courts having original, jurisdictional, revisional or appellate jurisdictions either in the course of inquiry, trial or otherwise and the party of the first part will never file any criminal complaint or civil suit including suit for damages, compensation etc. against party of the second part in connection with and/or arising out of facts and circumstances of the above said FIR including its preceding or subsequent events.

WHEREAS the said compromise has been got effected between the parties of the first part and second part so as to restore harmony and peace and also keeping into view long term prospects of both the parties. The compromise has been arrived at between both the parties without fear, coercion and pressure and with free will of both the parties;

WHEREAS if due to any techno-legal reasons, the offences or any of the offence could not be got compounded then party of the first part hereby takes responsibility not to testify against party of the second part either herself or getting some other persons written in as witnesses from his family or friend circle.

The party of the first part will be having no objection, if party of the second part gets acquitted and/or discharged, as the case may be from the above said FIR/Case and party of the first part, if need will so arise will give statement to that effect either in Trial Court or in the Hon'ble Punjab & Haryana High Court etc., if any petition seeking quashing of said FIR will be filed by the party of the second part ;

IN WITNESSETH WHERE OF both the parties have put their respective signatures on this compromise after admitting the contents of the same to be true and correct in the presence of following witnesses on the date, month and year first written above.”

6. In view of the above admitted fact of the accused-petitioner having settled the matter with the complainant-respondent, wherein it has been mentioned that the amount stands duly paid, the present petition is allowed. The complaint No.15083/2017 dated 02.12.2017 titled as ‘Raj Kumar vs. Harish Mendiratta’ is quashed and the summoning order dated 18.01.2018, as also the order dated 04.11.2019, Annexure P4, are hereby set aside.

(AMAN CHAUDHARY)
JUDGE

23.02.2026
ashok

Whether speaking/reasoned : Yes / No

Whether reportable : Yes / No