



122

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

CRM-53335-2025 in/and
CRR-3139-2025 (O&M)
Date of decision: 05.01.2026

Kamaljit Kaur

...Petitioner

Versus

The Khanna Primary Co-op. Agri. Dev. Bank Ltd.

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Ramandeep Singh Gill, Advocate for the petitioner.

Mr. Shivam Dang, Advocate for respondent.

VIKAS BAHL, J. (ORAL)

CRM-53335-2025

1. This is an application filed under Section 528 of B NSS for preponement of the date of hearing in the main criminal revision as well as application for suspension of sentence which are fixed for 05.02.2026.

2. Learned counsel for the applicant-petitioner as well as learned counsel for the respondent-Bank have jointly submitted that the matter has been amicably settled and have jointly prayed that the matter be preponed from 05.02.2026 to today.

3. In view of the joint request made and also in view of averments made in CRM-53335-2025, the present application bearing No.CRM-53335-2025 is allowed and date of hearing in the main case as well as in the



application for suspension of sentence is preponed from 05.02.2026 to today and are taken on Board today itself for final disposal.

CRR-3139-2025 and CRM-53339-2025

1. Challenge in the present criminal revision is to the judgment dated 28.03.2022 vide which the petitioner has been convicted under Section 138 of the Negotiable Instruments Act, 1881 (hereinafter to be referred as “the 1881 Act”). Relevant part of the order dated 28.03.2022 is reproduced hereinbelow:-

“19. Convict vide her separate statement has prayed that this is the first case against her and she is the first time offender. Lenient view may kindly be taken against her. Oral request has also been made to release the convict on probation of good conduct. However, taking into consideration the gravity of offence, I do not deem it proper to extend the benefit of probation to the convict. Therefore, in view of the facts and circumstances of the case, convict is sentenced under Section 138 of the Negotiable Instruments Act, 1881, to undergo Rigorous Imprisonment for a period of Two Years and to pay a fine of Rs.2,500/- (Two Thousand Five Hundered Only). In default of payment of fine, the convict shall further undergo Rigorous Imprisonment for a period of Fifteen Days. File is ordered to be consigned to Judicial Record Room, Khanna.

*Pronounced in open court: Manni Arora, PCS
28.03.2022 (Unique Identification no. PB0313)
Sub Divisional Judicial Magistrate
Khanna.”*

2. A complaint under Section 138 of the 1881 Act was filed by the respondent-Bank on the averments that a sum of Rs.5,50,000/- was due recoverable from the present petitioner and in order to discharge her



liability, the petitioner had issued a cheque dated 06.09.2018 for a sum of Rs.5,50,000/-. The petitioner had filed an appeal against the said judgment dated 28.03.2022 which was dismissed by the Additional Sessions Judge, Ludhiana, vide judgment dated 27.11.2025.

3. On 08.12.2025, when this matter came up for hearing, the Coordinate Bench of this Court passed the following order:-

“Present Mr.R.S.Gill, Advocate, for the petitioner.

Learned counsel for the revisionist submits that revisionist is ready to compound the offence as per provisions of Section 138 of Negotiable Instruments Act.

Notice of motion of the application as well as of the main petition be issued to the respondent for 17.12.2025.

Dasti, as well.

08.12.2025”

4. During the pendency of the present criminal revision, CRM-53339-2025 has been filed by the petitioner under Section 359 of the BNSS, 2023 read with Section 528 of the BNSS, 2023 seeking permission of the Court to compound the offences in the light of the compromise and NOC dated 23.12.2025 issued by the respondent. In the said application, it has been pleaded that the matter has been finally and amicably settled between the parties and the son of the petitioner on behalf of the petitioner, has paid an amount of Rs.10,25,644/- towards full and final settlement of all the claims including the cheque amount, interest and all other dues to the respondent-Bank. In support of the said application, No Due Certificate dated 23.12.2025 (Annexure A-1) has been annexed and also bank statement showing the payment of Rs.10,25,644/- has been annexed as



Annexure A-2. It has been jointly stated by learned counsel for the petitioner as well as learned counsel for the respondent that the compromise which has been effected between the parties is voluntary and bona fide and would help in finally resolving all disputes between the parties. It is pointed out that for the cheque amount of Rs.5,50,000/-, the petitioner has already paid an amount of Rs.10,25,644/- and loan account of the petitioner has been fully satisfied.

5. Learned counsel for the respondent-Bank/complainant has submitted that they have no objection in case the present criminal revision and application bearing No.CRM-53339-2025 are allowed and the petitioner is permitted to compound the offences and the judgments of both the Courts are set aside.

6. In support of his arguments, learned counsel for the petitioner has referred to the **judgment dated 29.11.2025** passed by the Coordinate Bench of this Court in **CRR-2533-2025 titled as “Dhruv Garg Vs. State of Punjab”**, relevant portion of which is reproduced hereinbelow:-

*“7. At this juncture, it would be apposite to refer herein to a judgment passed by the Hon’ble Supreme Court titled as **Ram Gopal and another vs. State of Madhya Pradesh, 2021(4) R.C.R (Criminal) 322 (Criminal Appeal No.1489 of 2012 decided on 29th of September, 2021)**, the relevant whereof reads as under:*

“12. The High Court, therefore, having regard to the nature of the offence and the fact that parties have amicably settled their dispute and the victim has willingly consented to the nullification of criminal proceedings, can quash such proceedings in exercise of its inherent powers under Section 482 Cr.P.C., even if the offences are non compoundable. The



High Court can indubitably evaluate the consequential effects of the offence beyond the body of an individual and thereafter adopt a pragmatic approach, to ensure that the felony, even if goes unpunished, does not tinker with or paralyze the very object of the administration of criminal justice system.

13. It appears to us that criminal proceedings involving non heinous offences or where the offences are predominantly of a private nature, can be annulled irrespective of the fact that trial has already been concluded or appeal stands dismissed against conviction. Handing out punishment is not the sole form of delivering justice. Societal method of applying laws evenly is always subject to lawful exceptions. It goes without saying, that the cases where compromise is struck post conviction, the High Court ought to exercise such discretion with rectitude, keeping in view the circumstances surrounding the incident, the fashion in which the compromise has been arrived at, and with due regard to the nature and seriousness of the offence, besides the conduct of the accused, before and after the incidence. The touchstone for exercising the extraordinary power under Section 482 Cr.P.C. would be to secure the ends of justice. There can be no hard and fast line constricting the power of the High Court to do substantial justice. A restrictive construction of inherent powers under Section 482 Cr.P.C. may lead to rigid or specious justice, which in the given facts and circumstances of a case, may rather lead to grave injustice. On the other hand, in cases where heinous offences have been proved against perpetrators, no such benefit ought to be extended, as cautiously observed by this Court in Narinder Singh & Ors. vs. State of Punjab & Ors.3 and Laxmi Narayan (Supra)."

7.1. The inherent jurisdiction under section 528 BNS, 2023/Section 482 Cr. P.C., 1973 is primarily aimed at preventing abuse of judicial process and securing the ends of justice. Thus, when



the dispute is essentially personal in nature and a genuine compromise has been reached, the high court may intervene to quash the conviction recognizing the continued proceedings would be non-productive and unjust in the given circumstances. The inherent powers of a High Court are powers which are incidental replete powers, which if did not so exist, the Court would be obliged to sit still and helplessly see the process of law and Courts being abused for the purposes of injustice. In other words; such power(s) is intrinsic to a High Court, it is its very life-blood, its very essence, its immanent attribute. Without such power(s), a High Court would have form but lack the substance. These powers of a High Court hence deserve to be construed with the widest possible amplitude. These inherent powers are in consonance with the nature of a High Court which ought to be, and has in fact been, invested with power(s) to maintain its authority to prevent the process of law/Courts being obstructed or abused. It is a trite posit of jurisprudence that though laws attempt to deal with all cases that may arise, the infinite variety of circumstances which shape events and the imperfections of language make it impossible to lay down provisions capable of governing every case, which in fact arises. A High Court which exists for the furtherance of justice in an indefatigable manner, should therefore, have unfettered power(s) to deal with situations which, though not expressly provided for by the law, need to be dealt with, to prevent injustice or the abuse of the process of law and Courts. The juridical basis of these plenary power(s) is the authority; in fact the seminal duty and responsibility of a High Court; to uphold, to protect and to fulfill the judicial function of administering justice, in accordance with law, in a regular, orderly and effective manner. In other words; Section 528 of BNSS, 2023 reflects peerless powers, which a High Court may draw upon as necessary whenever it is just and equitable to do so, in particular to ensure the observance of the due process of law, to prevent vexation or oppression, to do justice nay substantial justice between the parties and to secure the ends of



justice. Therefore, the High Court, in the exercise of its inherent power under section 528 BNS, 2023/Section 482 Cr.P.C, 1973 has the discretion to quash a conviction where the parties have reached an amicable settlement, provided such compromise does not impinge upon the public interest or undermine justice, as well as the substantial justice.

8. Thus, keeping in view the aforesaid facts and circumstances, this Court is of the considered opinion that it is a fit case to exercise jurisdiction vested under Section 528 of BNS to set-aside the orders passed by both the Courts below as:

- (i) Putting a quietus to the proceedings will bring peace and tranquility amongst parties & will accordingly further the cause of substantial justice.*
- (ii) The offences alleged are primarily of private nature.*
- (iii) The parties have compromised.*
- (iv) As per the report received the compromise is said to be voluntary in its nature.*
- (v) Complainant/victim is reported to have entered into compromise on his own volition.*

9. Consequently, the instant revision petition is allowed; the impugned judgment of conviction as also order of sentence dated 18.10.2018 passed by the Sub Divisional Judicial Magistrate, Dera Bassi & judgment (in appeal) dated 30.09.2025 passed by the Additional Sessions Judge, SAS Nagar; are hereby set-aside and the petitioner is acquitted of the charge(s) framed against him.

10. Pending application(s), if any, shall also stand disposed of."

7. The law laid down in the abovesaid judgment applies on all fours in the present case as well. The dispute between the parties is personal dispute and arises on account of default in the loan account which dispute also has civil tappings. The said dispute has been amicably resolved. The petitioner is stated to be 53 years old lady who is in custody since



27.11.2025 and has already paid the entire amount due to the bank. It has been brought to the notice of this Court that the petitioner is not involved in any other case.

8. Keeping in view the abovesaid facts and circumstances, the present criminal revision as well as CRM-53339-2025 are allowed and the petitioner is permitted to compound the offence and the judgment of conviction as well as order of sentence dated 28.03.2022 is set aside and the judgment dated 27.11.2025 vide which the appeal filed by the petitioner was dismissed is also set aside and the petitioner is acquitted of the notice of accusation/charges framed against the petitioner. The petitioner, if not required in any other case, would be released from custody.

9. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

05.01.2026

Pawan

(VIKAS BAHL)
JUDGE

Whether speaking/reasoned:- Yes/No

Whether reportable:- Yes/No