



2025:UHC:5982

SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
			<p>C482 No.833 of 2024 <b><u>Hon'ble Alok Mahra, J.</u></b></p> <p>Mr. Piyush Sammal, Advocate, holding brief of Mr. R.S. Sammal, Advocate for the applicants.</p> <p>Mr. Akshay Latwal, A.G.A. and Mr. Prabhat Kandpal, Brief Holder for the State of Uttarakhand.</p> <p>Mr. Suraiya Naaz, Advocate, holding brief of Mr. Lalit Sharma, Advocate for respondent no.2.</p> <p>2. Present C-528 application is filed with the prayer to set-aside/quash the charge sheet dated 12.05.2023, summoning order dated 28.06.2023 and the entire proceedings of Criminal Case No.1669 of 2023, pending in the Court of learned Judicial Magistrate-I, Rudrapur, District Udham Singh Nagar.</p> <p>3. Parties joined the proceedings through video conferencing, who are duly identified by their respective counsel.</p> <p>4. A Coordinate Bench of this Court, vide order dated 20.07.2024, recorded that the parties had arrived at an amicable settlement. A supplementary affidavit was also filed on behalf of applicant no.1, wherein it was unequivocally stated that he undertook to pay a sum of ₹38,61,795/- to respondent no.2 within a stipulated period of twelve months, i.e., from 01.07.2024 to 30.06.2025. It was further averred that the applicant would hand over 12 post-dated cheques corresponding to the said instalments on</p>



			<p>or before 30.07.2024 to respondent no.2.</p> <p>5. In compliance with the aforesaid order, it is submitted that the applicants duly handed over the said post-dated cheques to respondent no.2. Upon receipt of the entire agreed amount, a compounding application came to be filed jointly signed by the parties. In paragraph nos.2 and 3 of the affidavit filed on behalf of respondent no.2 in support of compounding application, respondent no.2 categorically acknowledged that the dispute had been amicably settled between the parties and that no subsisting grievance remained. It was further stated that respondent no.2 did not wish to pursue the criminal proceedings in view of the settlement. It has also been asserted that the applicants' company has discharged the entire liability of ₹38,61,795/- in favour of respondent no.2's firm.</p> <p>6. At this stage, respondent no.2 has raised an additional contention that although the principal amount has been received, the interest component thereon remains unpaid.</p> <p>7. Having heard learned counsel for the parties and upon perusal of the material on record, including the order sheet and the affidavits filed in support of the compounding application, it is evident that the parties had entered into a binding compromise, whereby the applicants undertook to pay a sum of ₹38,61,795/- to respondent no.2, which was duly accepted by the latter. Notably, the terms of the said settlement do not stipulate any payment towards interest. Once the parties have voluntarily entered</p>
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into a compromise and the same has been acted upon, culminating in full payment of the agreed amount, respondent no.2 cannot be permitted to resile from the said settlement or raise additional claims dehors the terms of the compromise.

8. The conduct of respondent no.2 is highly deprecated by this Court; however, this Court, at present, refrains from passing any adverse or coercive order against respondent no.2.

9. In such view of the matter, the criminal misc. application is allowed and the entire proceedings of Criminal Case No.1669 of 2023, pending in the Court of learned Judicial Magistrate-I, Rudrapur, District Udham Singh Nagar, are hereby quashed.

**(Alok Mahra, J.)**

15.04.2026

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