



2026:CGHC:20596-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

CRMP No. 1201 of 2026

1 - Shivam Sharma @ Gopi Krishna S/o Prahlad Kumar Pandey Aged About 28 Years R/o Flat No. B-1202, Shubh Gateway, Viman Nagar, Po Dukirkline, Pune, Maharashtra.

2 - Vineet Singh @ Shomya Raj @ Vishal Singh S/o Rakesh Kumar Aged About 28 Years R/o Ward No. 20, Chandmari, Eklavy Teaching Centre, Motihari, East Champaran, Bihar.

... Petitioner(s)

versus

1 - The State Of Chhattisgarh Through S H O To Ps Civil Lines, District-Bilaspur (C.G.)

2 - Hemant Modi S/o Late Kamal Kishore Modi Aged About 50 Years R/o Flat No. 106, Sai Sharan, Main Road, Vyapar Vihar, P.S. Tarbahar, District- Bilaspur (C.G.)

... Respondent(s)

For Petitioner(s) : Mr. Praveen Soni, Advocate

For Respondent(s) : Mr. S.S. Baghel, G.A., Mr. Suraj Kumar
Audheliya, Advcoate

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Judgment on Board

Per Ramesh Sinha, Chief Justice



04.05.2026

1. Heard Mr. Praveen Soni, learned counsel for the petitioners. Also heard Mr. S.S. Baghel, learned Government Advocate for the respondent / State as well as Mr. Suraj Kumar Audheliya, learned counsel for respondent No.2.

2. The petitioner has filed this petition with following prayer:

“It is therefore most respectfully prayed that this Hon'ble Court may kindly be allow this Petition, call for the entire-records pertaining to the case of Petitioner and Quash the FIR (No. 1301/2025 under Section 318(4), 3(5) of the BNS lodged at PS Civil Lines, District Bilaspur CG), in the interest of justice.”

3. The facts of the present case, in brief, are that the complainant initially lodged FIR No. 1301/2025 at Police Station Civil Lines, District- Bilaspur (C.G.), against five persons, including the present petitioners and three others, alleging that he had been dishonestly induced to part with an amount of Rs.30,00,000/- on the false pretext of securing college admission for his son. It was alleged that the said amount was paid between June 2025 and August 2025 through a combination of RTGS transfers and cash payments to various representatives of the accused persons. After receiving the entire amount, the accused persons allegedly stopped communicating with the complainant, thereby giving rise to allegations of cheating and resulting in registration of the



aforesaid FIR under Sections 318(4) and 3(5) of the Bharatiya Nyaya Sanhita, 2023. Subsequently, during the pendency of the proceedings, the parties have amicably resolved their dispute. It is submitted that the accused persons and the complainant have entered into a full and final settlement, pursuant to which an amount of Rs.24,00,000/- has been paid to the complainant. The dispute, being predominantly private and commercial in nature arising out of an alleged educational consultancy arrangement, now stands resolved between the parties. In view of the said settlement, the complainant has expressed his unwillingness to pursue the criminal proceedings any further, as his alleged financial loss has been substantially compensated.

4. Learned counsel for the petitioners submits that the present dispute stands amicably resolved between the parties, as the petitioners and the complainant have entered into a full and final settlement whereby a sum of Rs.24,00,000/- has been accepted by the complainant in satisfaction of all his claims, and a duly executed Compromise Deed/Settlement Agreement dated 16.04.2026 (Annexure-P/2) evidences the same. The complainant, namely Hemant Modi, has voluntarily and without any coercion or undue influence agreed to waive the remaining amount, acknowledging that the settled sum adequately compensates his alleged loss. It is further submitted that the dispute emanated from a consultancy arrangement relating to college admissions, and the variation between the initially alleged



amount and the settled amount reflects a mutual adjustment towards administrative and processing components as understood between the parties. In such circumstances, the substratum of the allegations, particularly the essential ingredient of dishonest intention under Section 318(4) of the Bharatiya Nyaya Sanhita, 2023, no longer survives in the perception of the aggrieved party. It is also contended that the complainant, having received substantial restitution, has consciously chosen to forego a protracted criminal trial and prefers closure of the matter to restore harmony, and thus is not likely to support the prosecution during trial. The dispute being predominantly private and civil in nature, arising out of a financial transaction without any overarching impact on public order, the present case squarely warrants exercise of inherent jurisdiction of this Court under Section 528 of the Bharatiya Nyaya Suraksha Sanhita, 2023 (corresponding to Section 482 CrPC), so as to secure the ends of justice and prevent abuse of process of law, as continuation of the proceedings would render the possibility of conviction remote and would unnecessarily burden the judicial system.

5. Learned counsel for respondent No.2 supports the submissions advanced by learned counsel for the petitioners.
6. Learned State Counsel opposes the petition and submits that although the parties claim to have entered into a compromise, the same cannot be accepted in the peculiar facts of the present



case. It is contended that the allegations in the FIR clearly disclose that a substantial amount of money was paid for securing college admission through improper and unlawful means, which cannot be treated as a purely private or civil dispute. It is further submitted that such transactions, even if subsequently settled, involve elements of illegality and have a wider impact on public interest and the fairness of institutional systems.

7. We have heard learned counsel for the parties and perused the documents appended with petition.
8. Considering the submissions advanced by learned counsel for the parties and upon due consideration of the material available on record, this Court observes that a compromise has been entered into between the petitioners and the complainant and it is stated that a part of the alleged amount has been refunded. At the same time, the allegations, as they presently stand, appear to relate to a transaction involving payment of money for securing admission through impermissible means, which may have certain broader implications.
9. Without expressing any opinion on the merits of the case, this Court is of the view that the matter would be more appropriately examined during the course of investigation. Accordingly, this Court is not inclined to exercise its inherent jurisdiction for quashing of the FIR at this stage solely on the basis of the



compromise. The parties are directed to appear before the Investigating Officer concerned, and the petitioner is further directed to submit the settlement / compromise deed before the said Investigating Officer who shall proceed to examine the matter, take into consideration the compromise/settlement arrived at between the parties, and thereafter file an appropriate final report/closure report in accordance with law before the trial Court concerned.

10. Accordingly, the petition stands **disposed of**.
11. The Office is directed to return the original compromise deed/settlement agreement to the petitioner, if any annexed with the petition, after retaining a photocopy of the same.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

Manpreet