

Serial No. 03
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

Crl.Petn. No. 17 of 2023

Date of Decision: 21.03.2023

Shri. Sunil Nair Vs. State of Meghalaya & 2 Ors.

Coram:

Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. A. Joshi, Adv.
For the Respondent(s) : Mr. S. Sengupta, Addl. PP. with
Ms. I. Lyngwa, GA. for R 1 & 2.
Ms. N. Kharshemlang, Adv. for R 3.

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| i) | Whether approved for reporting in Law journals etc.: | Yes/No |
| ii) | Whether approved for publication in press: | Yes/No |

JUDGMENT AND ORDER (ORAL)

1. Heard Mr. A. Joshi, learned counsel for the petitioner who has submitted that the petitioner was involved in a case of Motor Accident which occurred on 04.12.2022 at about 6:45 PM or so at a place near St. Anthony's College, Shillong.

2. The petitioner herein was riding a Motor Cycle bearing No. ML-05-R-5270 and has stated that on reaching the place of occurrence, had collided

with a vehicle bearing No. ML-05-Y-4790. The driver of the said vehicle has then lodged an FIR dated 08.12.2022 with the Officer-in-Charge, Sadar Traffic Branch, Shillong resulting in registration of Sadar P.S. Case No. 268(12) of 2022 under Section 279/336/337 IPC read with Section 184 of the Motor Vehicle Act. The investigation into the matter is still going on, further submits the learned counsel.

3. The learned counsel has again submitted that the petitioner and the complainant have soon met and have amicably settled their dispute and to this effect, a Compromise Deed dated 21.12.2022 was also executed, wherein, it was mutually agreed that the complainant would no longer pursue with the prosecution of the case against the petitioner and that the Compromise Deed was executed with mutual consent on both sides without any pressure, force, coercion or undue influence.

4. In the light of the said Compromise Deed being executed between the parties, the petitioner has submitted that the FIR may be quashed, considering the fact that the same could not have been taken note of by a competent court and that the presence of Section 336 IPC being non-compoundable, this Court in exercise of its power under Section 482 Cr.P.C could very well, for ends of justice, quash the proceedings to bring closure to the whole episode.

5. In support of his case, the petitioner has also cited the case of *Shri. Narinder Singh & Ors. v. State of Punjab & Anr: (2014) 6 SCC* at para 29,

29.1, 29.2 & 29.3 and also the relevant judgment and orders passed by this Court in the case of *Shri. Dapyooki Dkhar & Anr. v. State of Meghalaya in Criminal Petition No. 34 of 2021* order dated 01.10.2021 and also the case of *Shri. Basandorlang Thangkhiew v. State of Meghalaya in Criminal Petition No. 11 of 2021* order dated 16.03.2021.

6. The respondent No. 3 who is also the complainant and the author of the said FIR has also appeared before this Court through Ms. N. Kharshemlang, learned counsel and has confirmed that the Compromise Deed so executed is a testimony of the fact that both the parties have amicably settled their dispute and differences and the respondent No. 3/complainant does not wish to pursue with the matter.

7. Mr. S. Sengupta, learned Addl. PP appearing on behalf of the State respondents No. 1 & 2 has fairly conceded that given the fact that the parties have settled their differences vide the said Compromise Deed, therefore, it would be futile for the criminal proceedings to proceed, inasmuch as, it may not result in any possible conviction. Another aspect pointed out in all the sections involved i.e. Section 279/336/337 IPC read with Section 184 of the Motor Vehicle Act would cumulatively, if convicted, carry the sentence of six months or so with or without fine. Therefore, the offence alleged are not heinous or serious in nature.

8. This Court has given due consideration to the submission made and apparently, the genesis of the matter is to a case of Motor Accident in which

the parties could have resolved the same before a proper forum, perhaps before the Motor Accident Claims Tribunal.

9. Be that as it may, considering the fact that the principal parties have settled their differences and dispute, the Compromise Deed so executed reflecting the same sentiment, this Court taking note of the said Compromise Deed and also relying on the case cited by the petitioner in the case of Narinder Singh (supra) at para 29, 29.1. 29.2 & 29.3 has no hesitation to allow the prayer made by the petitioner. For ready reference, para 29, 29.1. 29.2 & 29.3 are reproduced herein below:

“29. In view of the aforesaid discussion, we sum up and lay down the following principles by which the High Court would be guided in giving adequate treatment to the settlement between the parties and exercising its power under Section 482 of the Code while accepting the settlement and quashing the proceedings or refusing to accept the settlement with direction to continue with the criminal proceedings:

29.1. Power conferred under Section 482 of the Code is to be distinguished from the power which lies in the Court to compound the offences under Section 320 of the Code. No doubt, under Section 482 of the Code, the High Court has inherent power to quash the criminal proceedings even in those cases which are not compoundable, where the parties have settled the matter between themselves. However, this power is to be exercised sparingly and with caution.

29.2. When the parties have reached the settlement and on that basis petition for quashing the criminal proceedings is filed, the guiding factor in such cases would be to secure:

- (i) ends of justice, or
- (ii) to prevent abuse of the process of any Court.

While exercising the power the High Court is to form an opinion on either of the aforesaid two objectives.

29.3. Such a power is not to be exercised in those prosecutions which involve heinous and serious offences of mental depravity

or offences like murder, rape, dacoity, etc. Such offences are not private in nature and have a serious impact on society. Similarly, for the offences alleged to have been committed under special statute like the Prevention of Corruption Act or the offences committed by public servants while working in that capacity are not to be quashed merely on the basis of compromise between the victim and the offender.”

10. In the light of the above, this petition is accordingly allowed. The FIR dated 08.12.2022 in connection with Sadar P.S. Case No. 268(12) of 2022 under Section 279/336/337 IPC read with Section 184 of the Motor Vehicle Act are hereby set aside and quashed.

11. Crl.Petn. No. 17 of 2023 stands disposed of. No. costs.

Meghalaya
21.03.2023
“D. Nary, PS”



Judge