

Serial No. 14
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

Crl.Petn. No. 72 of 2023

Date of Decision: 12.07.2023

Shri. Rohit Kumar & 3 Ors. Vs. State of Meghalaya & Anr.

Coram:

Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Petitioner/Appellant(s)	:	Mr. Philemon Nongbri, Adv. Mr. W.G.R. Mihsill, Adv.
For the Respondent(s)	:	Ms. S. Shyam GA. for R 1. Mr. M. Sharma, Adv. for R 2.

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

JUDGMENT (ORAL)

1. Heard Mr. Philemon Nongbri, learned counsel for the petitioners as well as Ms. S. Shyam, learned GA appearing for the State respondent No. 1 and Mr. M. Sharma, learned counsel appearing for the respondent No.

2.

2. The brief facts of the case in a nutshell is that the petitioner No. 1 and the respondent No. 2 are husband and wife. However, in course of their marital relationship, differences have occurred amongst them, which have

reached to the extent, whereby the respondent No. 2 was compelled to file a complaint/FIR dated 14.09.2022 against the petitioner No. 1 as well as the petitioners No. 2, 3 & 4 respectively being the father, mother and sister of the petitioner No. 1.

3. The lodging of the FIR has led to a registration of a regular police case being Sadar P.S. Case No. 215 (9) of 2022 under Section 323/498A/506 IPC.

4. In course of investigation, the petitioners have approached this Court with a prayer for grant of pre-arrest bail, however, in the meantime, on account of conscious efforts being made by the parties in question, it appears that the principal parties, that is, the petitioner No. 1 and the respondent No. 2, have come to an understanding to resolve their personal differences, which revolves around their matrimonial status. To this effect, the husband and wife have executed a Memorandum of Settlement dated 12.05.2023 at Shillong, indicating therein the terms and conditions of their settlement at para 7 of PART-B – ACTIONS AND IMPLEMENTATION (Annexure-5 to this petition), the same is reproduced herein below:

“7. Fifth, the Parties shall file such petition, application and make such statements, agreements as are necessary to withdraw, quash and set-aside any and all criminal proceedings including but not limited to pending investigations; and save an except, the claims arising from the present Memorandum of Settlement, the Parties shall irrevocably and unconditionally forever waive, release, dismiss, exonerate, and discharge, each

other and their respective affiliates, successors, assigns, and each of their respective representatives and relatives, of and from any and all, actions, causes of actions, rights, suits, damages, promises, claims, counterclaims, obligations, guarantees, indemnities and liabilities, of whatever nature, whether existing now or in the past or in the future, that result from, arise out of or relate to, directly or indirectly, to their marriage.”

5. As an offshoot of the said Memorandum of Settlement, the parties involved have thereafter executed a Compromise Deed also dated 12.05.2023, wherein reference was made to the terms and conditions found in the Memorandum of Settlement (supra) and on the basis of such resolution, the respondent No. 2 has agreed not to proceed any further with the prosecution of the FIR in Sadar P.S. Case No. 215 (9) of 2022.

6. The learned counsel for the petitioners has submitted that in view of the stated position as it is at present, this Court may be pleased to take on board the said Memorandum of Settlement as well as the Compromise Deed and to pass necessary orders, quashing the said FIR dated 14.09.2022 and the resultant Sadar P.S. Case No. 215 (9) of 2022.

7. On the issue that once a compromise is arrived at between the parties, this Court in exercise of its inherent power under Section 482 Cr.P.C can pass necessary orders, inasmuch as, prayer so made can be allowed and in support of his contention, the learned counsel has cited the case of *Vikas Jain & Anr v. State of Meghalaya* reported in 2023 SCC

OnLine Megh 139, which according to the learned counsel is a case which is similarly situated as the present one and in which case, this Court relying upon the authority in the case of *Narinder Singh & Ors v. State of Punjab & Anr: (2014) 6 SCC 466*, particularly para 29, 29.1, 29.2, 29.4 and 29.5, has acknowledged that since there is a compromise between the parties, any dispute related thereto will no longer survive and as such, necessary orders have been passed to quash the proceedings.

8. The learned counsel for the respondent No. 2 has concurred to the submission made by the learned counsel for the petitioners and has confirmed that the Memorandum of Settlement as well as the Compromise Deed has been actually executed by the parties concerned, including the respondent No. 2 and as such, it would be in fact the prayer before this Court that for ends of justice, the FIR in question may be quashed.

9. The learned GA for the State respondent No. 1 has submitted that as far as the State is concerned, there is no question of objection to the prayer made since under the facts and circumstances, a compromise has been arrived at between the principal parties.

10. This Court on consideration of the submission made and on perusal of the contents of such Memorandum of Settlement and the Compromise Deed, is convinced that the parties have indeed settled their differences amicably. It would be for ends of justice that no hurdles may be

erected as far as the relationship between the parties are concerned and that, if the FIR in question is to be one such hurdle, the same has to be removed. As far as the proposition that on the basis of compromise, the proceedings could be terminated and the reference to the case of *Narinder Singh* (supra) being made, this Court is accordingly inclined to agree with the same and to the extent of repetition basing on the authority in the case of *Narinder Singh* (supra) at para 29, 29.1, 29.2, 29.4 and 29.5, it is the opinion of this Court that the prayer made can be allowed. The relevant paragraphs 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.

29.4. On the other, those criminal cases having overwhelmingly and predominantly civil character, particularly those arising out of commercial transactions or arising out of matrimonial relationship or family disputes should be quashed when the parties have resolved their entire disputes among themselves.

29.5. While exercising its powers, the High Court is to examine as to whether the possibility of conviction is remote and bleak and continuation of criminal cases would put the accused to great oppression and prejudice and extreme injustice would be caused to him by not quashing the criminal cases.”

11. Accordingly, the prayer of the petitioners is allowed. Consequently, the proceedings in Sadar P.S. Case No. 215 (9) of 2022 arising out of an FIR dated 14.09.2022 filed by the respondent No. 2 herein is hereby set aside and quashed.

12. In view of the above, Crl.Petn. No. 72 of 2023 is accordingly disposed of. There will be no order as to costs.

Judge

Meghalaya
12.07.2023
“D. Nary, PS”