

Court No. - 28

Case :- APPLICATION U/S 482 No. - 11062 of 2023

Applicant :- Sanjay Yadav Alias Sanjay Kumar And Others

Opposite Party :- State Of U.P., Thru. The Prin. Secy. Home Deptt., Civil Secrtt., Lko. And Others

Counsel for Applicant :- Ashish Kumar Tiwari

Counsel for Opposite Party :- G.A.

Hon'ble Shree Prakash Singh,J.

Sri Ashok Kumar Singh, Advocate, has put in appearance by way of filing Vakalatnama on behalf of opposite parties nos. 2 to 7 and the same is taken on record.

Heard Sri Ashish Kumar Tiwari, learned counsel for the applicants, Sri Ashok Kumar Singh, learned counsel for opposite parties no. 2 to 7, Sri Girijesh Kumar Dwivedi, learned A.G.A. for the State and perused the record.

The instant application under Section 482 Cr.P.C. has been filed for quashing of the entire proceedings of the S.C./S.T. No. 2747 of 2015; State Vs. Sanjay Yadav and Others, arising out of Case Crime No. 118 of 2014, under sections 147,148,323,336,452,504,506 of I.P.C. and Section 3(X) (1) of SC/ST Act, Police Station-Alapur, District-Ambedkar Nagar, as well as the impugned chargesheet no. 09 of 2015, dated 08-06-2015, submitted against the applicants no. 1 to 4, under sections 147,148,323,336,452,504,506 of I.P.C. and Section 3(X) (1) of SC/ST Act, Police Station-Alapur, District-Ambedkar Nagar.

Learned counsel appearing for the applicants submits that the applicants are innocent and have falsely been implicated in the instant case. He next added that due to some misunderstanding, the instant F.I.R. has been lodged against the applicants and thereafter, the parties sat together and they have settled their dispute and that too has been reduced in writing as compromise deed dated 27-10-2023 and the same has been annexed as Annexure No. 4 with this application. Adding his arguments, he submits that now the parties have put their all disputes at rest by way of executing the compromise deed and thus, further criminal

proceedings against the present applicants would be a futile exercise and would amount to harassment of the applicants.

In support of his contentions, he has placed reliance in the case of *Ramawatar Vs The State of Madhya Pradesh*, 2021 SCC Online SC 966 and has referred paragraph nos. 9,10,11 & 16, which are extracted hereinunder:-

"9. Having heard learned Counsel for the parties at some length, we are of the opinion that two questions fall for our consideration in the present appeal. First, whether the jurisdiction of this Court under Article 142 of the Constitution can be invoked for quashing of criminal proceedings arising out of a 'noncompoundable offence? If yes, then whether the power to quash proceedings can be extended to offences arising out of special statutes such as the SC/ST Act ?

*10. So far as the first question is concerned, it would be *ad rem* to outrightly refer to the recent decision of this Court in the case of *Ramgopal & Anr. V. The State of Madhya Pradesh*, wherein, a two Judge Bench of this Court consisting of two of us (N.V. Ramana, CJI & Surya Kant, J) was confronted with an identical question. Answering in the affirmative, it has been clarified that the jurisdiction of a Court under Section 320 Cr.P.C cannot be construed as a proscription 3 (1999) 5 SCC 238 4 (2005) 1 SCC 343 5 Criminal Appeal No. 1489 of 2012 against the invocation of inherent powers vested in this Court under Article 142 of the Constitution nor on the powers of the High Courts under Section 482 Cr.P.C. It was further held that the touchstone for exercising the extraordinary powers under Article 142 or Section 482 Cr.P.C., would be to do complete justice. Therefore, this Court or the High Court, as the case may be, after having given due regard to the nature of the offence and the fact that the victim/complainant has willingly entered into a settlement/compromise, can quash proceedings in exercise of their respective constitutional/inherent powers.*

*11. The Court in *Ramgopal* (Supra) further postulated that criminal proceedings involving nonheinous offences or offences which are predominantly of a private nature, could be set aside at any stage of the proceedings, including at the appellate level. The Court, however, being conscious of the fact that unscrupulous offenders may attempt to escape their criminal liabilities by securing a compromise through brute force, threats, bribes, or other such unethical and illegal means, cautioned that in cases where a settlement is struck post conviction, the Courts should, *inter alia*, carefully examine the fashion in which the compromise has been arrived at, as well as, the conduct of the accused before and after the incident in question. While concluding, the Court also formulated certain guidelines and held:*

"19? Nonetheless, we reiterate that such powers of wide amplitude ought to be exercised carefully in the context of quashing criminal proceedings, bearing in mind: (i) Nature and effect of the offence on the conscious of the society; (ii) Seriousness of the injury, if any; (iii) Voluntary nature of compromise between the accused and the victim; & (iv) Conduct of the accused persons, prior to and after the occurrence of the purported offence and/or other relevant considerations." [Emphasis Applied]

16. On the other hand, where it appears to the Court that the offence in question, although covered under the SC/ST Act, is primarily private or civil in nature, or where the alleged offence has not been committed on account of the caste of the victim, or where the continuation of the legal proceedings would be an abuse of the process of law, the Court can exercise its powers to quash the proceedings. On similar lines, when considering a prayer for quashing on the basis of a compromise/settlement, if the Court is satisfied that the underlying objective of the Act would not be contravened or diminished even if the felony in question goes unpunished, the mere fact that the offence is covered under a 'special statute' would not refrain this Court or the High Court, from exercising their respective powers under Article 142 of the Constitution or Section 482 Cr.P.C."

Referring the aforesaid, he submits that the case of the present applicants is squarely covered with the ratio of the aforesaid Judgment.

On the other hand, learned counsel appearing for the opposite parties nos. 2 to 7 has supported the version of the learned counsel for the applicants and submits that the parties have settled their dispute through the compromise deed and thus, the criminal proceedings against the applicants may be dropped.

Learned A.G.A. appearing for the State has no objection to the contentions aforesaid.

Now whether the parties have, in fact, compromised the matter or not, can best be ascertained by the court below as such compromise has to be duly verified in presence of the parties concerned before the Court.

Accordingly, this application is **disposed of** with a direction to the court concerned that if any such compromise is filed before it, it shall issue notices to all the signatories to the compromise requiring their personal presence and, thereafter, proceed to verify the compromise. If the aforesaid compromise is verified, a report to that effect shall be prepared by the court and the compromise will be made part of the record.

The court in that scenario will allow the parties to obtain certified copy of the report as well as compromise and it will be open to the applicants to approach this Court again for quashing of the proceedings.

For a period of two months, the proceedings initiated in pursuance of S.C./S.T. No. 2747 of 2015; State Vs. Sanjay Yadav and Others, arising out of Case Crime No. 118 of 2014, under sections 147,148,323,336,452,504,506 of I.P.C. and Section 3(X) (1) of SC/ST Act, Police Station-Alapur, District-Ambedkar Nagar, as well as the impugned chargesheet no. 09 of 2015, dated 08-06-2015, submitted against the applicants no. 1 to 4, under sections 147,148,323,336,452,504,506 of I.P.C. and Section 3(X) (1) of SC/ST Act, Police Station-Alapur, District-Ambedkar Nagar, shall remain stayed so far as applicants are concerned.

Office is directed to return the original compromise deed to the learned counsel for the applicants, if any, after taking the photocopy of the same.

Order Date :- 8.11.2023

AKS