



**THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL
PRADESH)
KOHIMA BENCH**

Case No. : Crl. Pet./17/2023

SRI. AJAY BAHADUR SINGH
S/O LATE SUBH NARAYAN SINGH, PROPRIETOR OF SANITARY HARDWARE
STORE, DR. R.P ROAD, GANESHGURI, DISPUR, GUWAHATI-6

VERSUS

IMTITEMSU IMSONG AND 2 ORS
S/O AOCHUBA IMSONG
R/O 158 LAND 14B WARD 16 NEAR LIVINGSTONE FOUNDATION SCHOOL,
KEVIJAU COLONY SIGNAL BASTI, P.S.-SUB URBAN POLICE STATION,
DIMAPUR NAGALAND 2:THE PUBLIC PROSECUTOR
NAGALAND
GAUHATI HIGH COURT
GUWAHATI-1

3:THE PUBLIC PROSECUTOR
ASSAM
GAUHATI HIGH COURT
GUWAHATI-

Linked Case : I.A.(Crl.)/18/2024

SRI AJAY BAHADUR SINGH
S/O LATE SUBH NARAYAN SINGH
PROPRIETOR OF SANITARY HARDWARE STORE
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3:THE PUBLIC PROSECUTOR
ASSAM

GAUHATI HIGH COURT
GUWAHATI-I

For the petitioner(s) : Ms. Manjuli Dev, Advocate

For the respondent (s) : Mr. V. Zhimomi, Govt. Advocate
Ms. Mika H. Aye, Advocate

BEFORE
HON'BLE MR. JUSTICE DEVASHIS BARUAH
O R D E R

11.06.2024

Heard Ms. Manjuli Dev, the learned counsel appearing on behalf of the petitioner and Mr. V. Zhimomi, the learned Government Advocate appearing on behalf of the State respondents as well as Ms. Mika H. Aye, the learned counsel appearing on behalf of the respondent No.1.

2. This is an application under Section 482 of the Code of Criminal Procedure, 1973 for quashing the FIR in connection with Sub-Urban Police Station Dimapur Case No.43/2023 registered under Sections 420/406 of the IPC.

3. The grounds taken in the instant application is that the dispute in question being a purely civil dispute, the criminal

action should not have been set into motion. It has however been submitted by the counsel appearing on behalf of the petitioner as well as the learned counsel appearing on behalf of the respondent No.1 that a deed of settlement of agreement was entered into on 11.01.2014 between the petitioner and the respondent No.1 whereby the dispute between the petitioner and the respondent No.1 was duly settled and in consequence thereof, the petitioner paid an amount of Rs.14 lakhs to the respondent No.1.

4. The counsel appearing on behalf of the respondent No.1 submits that in view of the receipt of the amount of Rs.14 lakhs, she has no objection in quashing of the said FIR. It has also been brought to the attention of this Court that pursuant to the said agreement entered into between the petitioner and the respondent No.1 on 11.01.2024, the petitioner had also been released on bail by the Judicial Magistrate, First Class, Dimapur, Nagaland. This aspect of the matter is an indication to the fact that the petitioner herein had also acted upon the agreement dated 11.01.2024.

5. At this stage, this Court also finds it very pertinent to take note of an additional affidavit filed by the petitioner in the instant proceedings wherein various allegations have been made in respect to the deed of settlement agreement and the petitioner had to make payment under coercion. However, the learned counsel for the petitioner submits on instructions that the petitioner herein would not like to further escalate the dispute in view of the settlement and the allegation so made in the additional affidavit was on account of a

misunderstanding.

6. This Court further taking into account that the offences under which the Sub-Urban Police Station Dimapur Case No.43/2023 have been registered are compoundable and the parties duly agreed to act on the basis of the agreement dated 11.01.2024, quashes the Sub-Urban Police Station Dimapur Case No.43/2023.

7. Accordingly, the instant petition stands disposed of.

Sd/-

JUDGE

Comparing Assistant