



Serial No.24
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

Crl.Petn. No. 28 of 2025

Date of Order: 29.07.2025

1. Shri. Diphirin Nongrum.
S/o Shri Robes Nongbri
Headman of Mawpun Village
Raid Madan Kyrdem,
Khyrim Syiemship.
Ri-Bhoi District,
Meghalaya.

2. Shri. Iohborlang Mukhim
S/o Sibrin Lyngdoh
Secretary of Mawpun Village
Raid Madan Kyrdem,
Khyrim Syiemship.
Ri-Bhoi District,
Meghalaya.

.....Petitioners.

Vs. 1. The State of Meghalaya,
Represented by the Secretary and
Commissioner Home Police
Department Govt. of Meghalaya
Shillong.

2. The Superintendent of Police,
Ri-Bhoi District, Meghalaya.

3. The Officer-in-Charge,
Umiam Police Station, Ri-Bhoi
District Meghalaya.

4. Smti. Baniaiphira L. Marbaniang
D/o Smti Airain Lyngdoh
Marbaniang
R/o Mawpun Village
Assistant Secretary Seng Khasi
Mawpun (Kyrdem)

.....Respondents.

Coram:

Hon'ble Mr. Justice B. Bhattacharjee, Judge

Appearance:

For the Petitioners/Appellant(s) : Mr. B. Khyriem, Adv.

For the Respondent(s) : Mr. S. A. Sheikh, GA. (R:1 - 3)
Mr. G. J. Nongphud. (R: 4)

(JUDGMENT AND ORDER(ORAL))

Heard Mr. B. Khyriem, learned counsel appearing for the petitioners,
Mr. S. A. Sheikh, learned GA for the respondent Nos. 1 – 3 and Mr. G. J.



Nongphud, learned counsel for the respondent No. 4.

1. The present criminal petition has been filed by the petitioners praying for quashing of the FIR No. 69 (10) 2021 dated 05.10.2021 filed before the Umiam police station and the related charge-sheet No. 1/2022 dated 07-01-2022 u/S 447/153-A/34 IPC on the basis of a deed of settlement/compromise dated 07.05.2025 entered into between the Seng khasi (Niamtrai) Mawpun and the Dorbar Shnong Mawpun represented by the petitioners.

2. The fact of the case is that the respondent No.4, who was the Assistant Secretary of Seng Khasi Mawpun, had lodged an FIR dated 05.10.2021 before the Officer-in-Charge, Umroi PIC against the petitioners alleging that the petitioners had tried to stop the respondent No.4 to participate in the proceeding of the Dorbar and also decided to remove the pillars/boundaries and signboards from the cremation ground/jaka tep of the Seng Khasi/ Niam Khasi situated at village Mawpun (Kyrdem). It was also alleged that the petitioners had issued dictate to other members of the village to not to send their children to study in the Seng Khasi school at Mawpun village. The said FIR was investigated into and upon completion of the investigation, the matter was charge sheeted vide charge-sheet No. 1/2022 dated 07-01-2022 u/S 447/153-A/34 IPC against the petitioners and forwarded the concerned Court. During the pendency of the matter before the Court of the Magistrate First Class, Nongpoh, the petitioners and the respondent No.4 amicably settled the matter by executing a deed of compromise dated 07-05-2025.

3. The respondent No.4 has also filed an affidavit on 28-07-2025 by asserting that since the boundary dispute of the cremation ground in question was resolved by way of compromise agreement consented by her, she has no objection if the FIR and the charge-sheet are quashed by this Court.



4. Mr. B. Khyriem, learned counsel for the petitioners submits that during the pendency of the trial before the Court of the Magistrate First Class, Nongpoh, the petitioners and the respondent No. 4 have amicably settled/compromised the matter by a compromise deed dated 07.05.2025. He submits that since the matter has been compromised, no meaningful purpose will be served by allowing the continuation of the criminal case against the petitioners. He further submits that the allegation made in the FIR was because of some misunderstanding between the parties having no serious impact on the society. He submits that the settlement in the matter will bury all hatchet and result in building harmonious relation between the parties. The learned counsel submits that the offence involved in the matter is a non-compoundable offence and hence, the petitioners have no other option but to approach this Court seeking quashing of the FIR and the related criminal proceeding initiated against the him. He further submits that the parties have executed the compromise deed voluntarily out of their own free will and prays that the FIR No. 69 (10) 2021 dated 05.10.2021 and the related charge-sheet No. 1/2022 dated 07-01-2022 u/S 447/153-A/34 IPC be quashed.

5. Mr. S. A. Sheikh, learned GA appearing for the respondent Nos. 1 – 3 submits that since the matter has been settled amicably by the petitioners and respondent No. 4, the State has no objection to the prayer made by the petitioners.

6. Mr. G. J. Nongpud, learned counsel appearing for the respondent No. 4 supports the prayer made on behalf of the petitioners and also acknowledges that the compromise deed dated 07.05.2025 has been executed by the parties. He further submits that since the compromise has been entered into between the parties to improve their future relationship, the respondent Nos. 4 is not keen to pursue the matter anymore and will not have any objection if the FIR and the Charge-sheet are quashed on the basis



of the settlement/compromise between the parties.

7. Upon hearing the learned counsels appearing for the parties and on perusal of the materials on record, it transpires that during the pendency of the matter before the Court of Magistrate First Class, Nongpoh, the dispute between the petitioners and the respondent No. 4 was amicably settled and a compromise deed dated 07.05.2025 was executed between them laying down the terms and conditions of the compromise. Contents of the compromise deed reveals that the parties have decided to put an end to all issues between them. It is also provided that the parties shall be faithful to each other and not do or cause to be done any act either directly or indirectly which may prejudice the other party. It further appears that the petitioners and the respondent No. 4 are residents of Mawpun Village and they are well known to each other. The content of the compromise deed further crystalizes that the FIR was lodged due to fit of rage and misunderstanding which if ended shall help bringing peaceful coexistence between the parties. Thus, it is clear that the compromise would help the parties to strengthen their relationship and the existence of cordial atmosphere in the locality.

8. The decision of the Apex Court in *Gyan Singh Vs State of Punjab & Anr (2013) 10 SCC 303* makes it clear that inherent power of the High Court in quashing the criminal proceeding can be exercised on the basis of compromise/settlement entered into between the parties found to be genuine and no public element is involved in the matter. In the present case, it appears that the allegation made in the FIR is specifically confined to the petitioners and the respondent No. 4 and none others.

9. Having regard to the fact that the dispute with regard to the allegation made in the FIR and the related charge sheet has been settled between the petitioners and the private respondent No. 4 voluntarily out of their own free will and the settlement/compromise is aimed at boosting



cordial and peaceful relationship between the parties, this Court deems it fit and appropriate to allow the prayer made in the present criminal petition.

10. Resultantly, the FIR No. 69 (10) 2021 dated 05.10.2021 lodged before the Umiam police station and the related charge-sheet No. 1/2022 dated 07-01-2022 u/S 447/153-A/34 IPC are hereby quashed.

11. The criminal petition stands allowed.

Judge

Meghalaya.
29.07.2025
"Biswarup PS"