

misunderstanding and misconception. Due to the intervention of the respectable persons of the area, neighbors and the family members, the parties have entered into a compromise and have voluntarily consented to settle the matter. The compromise deed has been placed on record as Annexure P-2. Both the parties were known to each other even prior to the incident and to maintain friendly relations, they have effected the compromise.

3. The parties are present in person today. The parties in unison submit that the compromise (Annexure P2) is duly signed by both of them and they do not intend to continue with the FIR any further.

4. I have heard the learned counsel for the parties and gone through the records meticulously.

5. Apparently, all the offenses are otherwise compoundable in nature. In normal circumstances, even an application before the learned trial Court for compounding the said offenses would have sufficed. Rather than relegating the parties to the learned trial Court and overburdening the docket of said Court, burdened already as they are, it would be in the interest of justice and fair play that the matter is disposed off on merits here itself.

6. It is by now, fairly well settled that even non-compoundable matters can be disposed off by this Court while

exercising its inherent powers under Section 528 of the BNSS. It is trite that this Court can quash the proceedings on the basis of compromise, though having due regard to the nature and gravity of the crime and its impact on the society at large. Generally, heinous offenses including mental depravity, murder, rape, etc., may not come within the purview of the same, but trivial issues, where the wrong is basically private or personal nature, may be given quietus, exercising such powers.

7. The bare perusal of the FIR on record clearly goes to show that only mere verbal skirmish had taken place between the parties at some barrier. The complainant had been allegedly threatened and tried to be assaulted.

8. As per the recital of the FIR, the complainant had suffered internal injuries on his back. Over and above, there is nothing mentioned in the FIR. However, the complainant-Deepak Kumar, who also happens to be the victim, has unequivocally submitted that he had received no injuries and has compromised the matter with the accused of his own volition. The text and tenor of the FIR also is suggestive of the fact that a mere verbal skirmish had taken place. Since the victim has himself also authorized the settlement *inter se* the parties and has further vouched for it in the Court today also, it is crystal clear that the parties have indeed settled the dispute voluntarily. A separate

statement of the victim/complainant has also been recorded and placed on the file.

9. Thus seeing to the entire gamut of circumstances and the law discussed above, this Court is of the considered view that the continuation of the FIR henceforth would indeed tantamount to the abuse of the process of law, despite a settlement and compromise having been entered between the parties. It would thus be in the interest of justice and fair play that the criminal proceedings are put to an end.

10. As a sequel of the FIR No. 39 of 2024 dated 28.08.2024, registered for the commission of offences punishable under Sections 126(2), 115(2), 351(3) and 3(5) of BNS at Police Station Chintpurni, District Una, HP and consequential proceedings emanating thereof are quashed and set aside. Ordered accordingly.

11. Petition stand disposed off in the aforesaid terms, so also the pending applications, if any.

(Chirag Bhanu Singh)
Judge

10.09.2026
(Ritu)