

IN THE HIGH COURT OF JUDICATURE AT PATNA
CRIMINAL MISCELLANEOUS No.85692 of 2024

Arising Out of PS. Case No.-41 Year-2009 Thana- KURTHA District- Jehanabad

Tulsi Kumar Saw Son of Late Khushiyaal Saw village- Belguda, Dist- Chatra,
State- Jharkhand P/A- D-spl 16 E, Bhabhanagar, Rawalbhatta, Dist-
Chittorgarh, Rajasthan-323307

... .. Petitioner/s

Versus

1. The State of Bihar
2. Punam Kumari Daughter of Barjkishore Prasad village- Gangapur, P.S.-
Kurtha, Dist- Jehanabad

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Rajeev Kumar Singh, Sr. Advocate. Mr. Sanket, Advocate.
For the State	:	Mr. Ajit Kumar, APP.

CORAM: HONOURABLE MR. JUSTICE PURNENDU SINGH
ORAL JUDGMENT

Date : 09-12-2025

Heard Mr. Rajeev Kumar Singh, learned senior
counsel along with Mr. Sanket, learned counsel appearing on
behalf of the petitioner and Mr. Ajit Kumar, learned APP for the
State.

2. The petitioner has preferred the application
under Section 482 of the Cr.P.C. for quashing the entire criminal
proceeding initiated against the petitioner with regard to Kurtha
P.S. Case No. 41 of 2009 registered for offences punishable
under Section 498A/380 of the Indian Penal Code and all
consequential orders including the judgment dated 29.04.2015
passed in G.R. No. 495/09/TR No. 679/15 arising out of the
aforesaid F.I.R. whereby the petitioner has been convicted under
Section 498A of the Indian Penal Code and other co-accused



have been acquitted honorably.

3. The prosecution case, in brief, is that the marriage of the informant was solemnized with the petitioner on 07.06.2006 according to Hindu rites, wherein her father allegedly spent about Rs. 5 lakhs and gifted several articles including a Baleno Delta car. It is alleged that the parents of the petitioner had met her prior to the marriage and that after about two months of marriage, the petitioner along with his parents began subjecting her to abuse and made a further demand of Rs. 2 lakhs as remaining dowry. It is further alleged that in January 2007, due to persistent cruelty, she was sent to Patna to her *fufa* for treatment at PMCH, though thereafter, on intervention of family members, she accompanied the petitioner to Rawalbhatta where he was posted. It is alleged that the cruelty continued, and on 28.10.2008 she was again left at Gangapur and threatened that unless the demand of Rs. 2 lakhs was met, she would not be taken back to her matrimonial home.

4. Mr. Rajeev Kumar Singh, learned senior counsel along with Mr. Sanket, learned counsel appearing on behalf of the petitioner submitted that the petitioner was convicted under Section 498A of the Indian Penal Code for rigorous imprisonment of three years and fine of Rs.10,000/-, in case of default of payment of fine, a further period of one month simple



imprisonment and other co-accused have been acquitted honorably vide judgment dated 29.04.2015 passed in G.R. No. 495/09 / TR No. 679/15 arising out of Kurtha P.S. Case No. 41 of 2009. The petitioner had also filed a Matrimonial Case being Matrimonial Case No. 36 of 2008 (Re-registered as Matrimonial Case No. 119 of 2010) for dissolution of marriage under Section 13B of the Hindu Marriage Act. The same was contested between the parties and was dismissed vide order dated 19.08.2016. Assailing the order dated 19.08.2016 passed in the Matrimonial Case, the petitioner filed Miscellaneous Appeal No. 1197 of 2016 before this Court, which was disposed of on 30.04.2024, wherein it has been recorded that the appellant (petitioner) and sole respondent (opposite party no.2) have entered into settlement during the course of the day and the agreement was placed on the record. The parties had agreed to dissolve their marriage on certain terms and conditions, as drawn on 30.04.2024 and the judgment dated 19.08.2016 passed in Matrimonial Case No. 36/2008 / 119/10 by the learned Principal Judge, Family Court, Jehanabad was set aside. Pursuant to the said order, the decree was passed on 30.04.2024 by this Court.

5. It is contended on behalf of the petitioner that once the parties have arrived to compromise and upon



adjudication already a decree of dissolution has been passed by this Court, no purpose would be served, if the petitioner is allowed to face prosecution.

6. Mr. Rajeev Kumar Singh, learned senior counsel further giving emphasis submitted that in exercise of power conferred under Section 482 Cr.P.C., this Court has to arrive to do complete justice and in support has relied upon the law laid down by the Apex Court in the case of ***Ramawatar Vs. State of Madhya Pradesh, reported in (2022) 13 SCC 635***, wherein he contended that in similar circumstances, the Apex Court having observed that nature of dispute and settlement has to be given due regard when the crime is not against the society. In the said case, the appellant was faced with the prosecution which attracts offence under SC/ST Act and the complainant has willingly entered into compromise. Upon analysis and on the basis of several judicial pronouncements, the Apex Court held that court can quash proceeding in exercise of their inherent powers under Section 482 CrPC. Further the criminal proceeding involving non-heinous offences or offenses which are predominantly of a private nature, can be set aside at any stage of proceeding. Learned counsel further relying upon the judgment rendered by the Apex Court in the case of ***Ramgopal Vs. State of M.P., reported in (2022) 14 SCC 531***, emphatically submitted that the



conditions enumerated in Paragraph No.19 of the said judgment, particularly the condition in Paragraph No. 19.3, attracts the facts of the present case which relates to the voluntary nature of compromise between the accused and the victim. In the present case also the conduct of the parties would show that they don't want to litigate by arriving at a settlement to dissolve the marriage. Learned counsel in above background of the fact and settled principle of law submitted that the opposite party no.2 having voluntarily accepted to enter into compromise and the petitioner having already satisfied the terms and conditions of the compromise, no purpose would be served to allow the petitioner to face the trial. In such circumstances, the further proceeding if allowed to proceed will be abuse of process of the law.

7. Learned APP for the State submitted that no doubt O.P. No.2 has voluntarily entered into compromise, but the same cannot be a ground for seeking quashing of the proceeding pending before the appellate court. The petitioner can resort to remedy before the learned appellate court and at the same time this Court is also required to restrain itself to interfere on the ground that the parties have entered into compromise. He submitted that the judgments are distinguishable in the facts of the present case.



8. Heard the parties.

9. Having heard the rival submissions made on behalf of the parties, as well as, having taken note of the allegation made in the F.I.R. being Kurtha P.S. Case No. 41 of 2009 filed by the opposite party no.2 and the fact that at the relevant time of filing of the F.I.R. the parties had strained relationship, which led the petitioner to file divorce petition before the learned Family Court, Jehanabad, which was dismissed vide order dated 19.08.2016 on contest between the parties. Assailing the order dated 19.08.2016 passed in the Matrimonial Case, the petitioner filed Miscellaneous Appeal No. 1197 of 2016 before this Court, which was disposed of vide order dated 30.04.2024 wherein it has been recorded that the appellant (petitioner) and sole respondent (opposite party no.2) have entered into settlement of deed during the course of the day.

10. Following are the observations made by the Division Bench vide order dated 30.04.2024 passed in Miscellaneous Appeal No. 1197 of 2016:

Appellant-Tulsi Kumar Saw and Respondent-Poonam Kumari are present. They have been identified by their respective counsels. Their signatures are obtained in the order sheet/office note. In terms of our earlier order dated 20.04.2024, the Appellant and Respondent have entered into settlement of deed during the course of the day and the same has been placed on record and it is taken on record. Consequently, marriage between the Appellant and Respondent dated 07.06.2006 stands dissolved and judgment dated 19.08.2016 passed in matrimonial Case no.



36/2008[119/10] on the file of Principal Judge Family Court, Jehandabad stands set aside. Registry is requested to draw decree accordingly in the light of the aforementioned order. Respective parties are directed to withdraw such of those litigations filed before various forums if any at the earliest in the light of the fact that respective Appellant and Respondent have entered into settlement of deed.

11. Thereafter, the decree incorporating the compromise cum settlement agreement was also drawn and the marriage between the parties was dissolved in light of the compromise entered between the parties:

“IT IS ORDERED that this appeal be and the same is hereby disposed of dissolving the marriage between the appellant and respondent dated 07.06.2006 and setting aside the judgment dated 19.08.2016 passed in Matrimonial Case No.36 of 2008 (119 of 2010) on the file of Principal Judge Family Court, Jehanabad directing the respective parties to withdraw such of those litigation filed before various forum if any at the earliest in the light of the fact that respective appellant and respondent have entered into settlement of deed dated 30.04.2024 on the following terms and conditions

1) The Second Party has willfully agreed not to oppose the M. A. No. 1197 of 2016 and will separate from the First Party with grant of divorce decree in the aforesaid case.

2) After signing of the present agreement the First Party undertakes that he willfully cooperate the second Party abiding by the terms of the present agreement and either of the parties will not file any case criminal or civil against each other and their family members.

3) The First Party undertakes to give Rs. 45,00,000/- (Rupees Forty Five Lakhs), transfer through online within a month, 800 Sq. Ft. of the land pertaining to Mauza-Nayakhap, Pargana Bhavnaibye, Dist- Hazaribagh, Khata No.-34, Plot No. 478 and register 2000 Sq. Ft. land in Mauza-Belgada, Khata No. 53, Plot No. 277, Pargana-Goriya, P. S. Simaria, Dist. Chatra. Jharkhand as one time settlement of all the disputes both criminal and civil among the parties.

4) Parties undertake that they will immediately withdraw all the cases against each other and their respective extended families and will take all necessary actions for withdrawal of these cases within one month of accepting the terms of this agreement.



5) That there is no child of this wedlock.

6) That the both parties also agree not to raise any dispute against each other and also both the parties undertake that they shall not file any civil, criminal or any type of such case with regard to the alimony, Stridhan and maintenance for her in future against the First Party or any family members of the First Party,

7) That both the parties shall make no further claim/right against any movable or immovable property of each other or their family members other than the one mentioned in this agreement

8) That First Party undertakes to transfer the title of the immovable property mentioned above within one month of accepting the terms of this agreement.

9) That there is no dispute remains between parties regarding the gift, ornament or other utensils or any stridhan of party of second part and anything of party of first part, all dues are settled mutually by both the parties.

10) That both the parties hereto agree and undertake that they shall not raise any civil, criminal Litigation or any other litigation with regard to their matrimonial discord after the execution of the instant mutual settlement deed.

11) That both the parties further agree and undertake not to make any derogatory or defamatory remarks against each other or against the members of their extended families.

12) That both the parties undertake and agree that in any case if any dispute arises or raise, by or between the parties prior to the dissolution of marriage or after the execution of the mutual settlement deed, both the parties undertake that the same shall be settled amicably and mutually between them.

13) That both the parties hereto agree and undertake that they shall not raise or file any civil, criminal litigation or any other litigation against each other or against the members of their families and to their extended families after getting the decree of Divorce.

14) That by signing this Deed both the parties hereto affirm that they shall duly cooperate with each other to get mutually separated as per the law of land and Second Party has no further claims or demands against each other remained unfulfilled and all the disputes and differences with regard to their dissolution of marriage, stridhan, alimony, maintenance, which have been amicably and mutually been settled

15) That both the parties undertake and



affirm to abide by the terms and conditions set out in the above mutual settlement Deed and not to dispute the same in future hereinafter the execution of the present mutual settlement deed.

16) That both the parties agree that if any of above parties backs out from this compromise deed then other party has a legal right to enforce the terms and conditions of this compromise deed through due process of law.

17) The parties henceforth shall have no relation whatsoever, with each other. The parties agree not to indulge in future litigation with each other after entering into this compromise-cum-agreement and not to interfere in the life of each other.

18) The parties agree to co-operate and facilitate to each other with regard to all the connected matters if pending before the Civil Court or High Court or any other Courts.

19) That the parties mutually agree to abide by the terms and conditions of this compromise-cum-agreement.

12. The question which falls for consideration in such circumstances is as to what would be the result of the compromise which has been entered into between the parties who are husband and wife?

13. In the case of ***Ramawatar (supra)***, the appellant Ramawatar had sought quashing of the proceeding in cases of non compoundable offences relating to allegation under the Scheduled Castes and the Scheduled Tribes (Prevention of Atrocities) Act, 1989 (hereinafter referred to as “SC/ST Act”). The Apex Court in the case of ***Ramawatar (supra)*** dealing with the merits of the case considered the allegation made in the F.I.R. in which allegation was of abusing the informant with repeated reference of her caste and threatening her of dire consequences. In course of trial, parties accepted that the



genesis of the dispute arises out of pending property dispute between them. The trial court, however, convicted both the accused persons for the offences under Section 3(i)(x) of the SC/ST Act. The High Court maintained the order of conviction. The Apex Court while hearing the appeal was informed that an application for compromise was filed. Both the parties canvassed that they are resident of same village and there is no existing enmity between them. They wish to settle their dispute so that they may continue to have a cordial relationship.

14. The Apex Court formulated two questions, first, whether the jurisdiction of this Court under Article 142 of the Constitution can be invoked for quashing of criminal proceeding arising out of a “non-compoundable” offence? If yes, then whether the power to quash proceeding can be extended to offences arising out of special Statute such as the SC/ST Act?

15. The Apex Court giving answer to the aforesaid question has held in Paragraph Nos. 10 to 13 as follows:

“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 Ramgopal v. State of M.P. [Ramgopal v. State of M.P., (2022) 14 SCC 531 : 2021 SCC OnLine SC 834] , 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 320CrPC cannot be construed as a proscription 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 482CrPC. It was further held that the touchstone for exercising the extraordinary powers under Article 142 or Section 482CrPC, 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* [*Ramgopal v. State of M.P.*, (2022) 14 SCC 531 : 2021 SCC OnLine SC 834] further postulated that criminal proceedings involving non-heinous 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 : (SCC para 19)

“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:

19.1. Nature and effect of the offence on the conscience of society;

19.2. Seriousness of the injury, if any;

19.3. Voluntary nature of compromise between the accused and the victim; and

19.4. Conduct of the accused persons, prior to and after the occurrence of the purported offence and/or other relevant considerations.”

(emphasis supplied)

12. In view of the settled proposition of law, we affirm the decision of this Court in *Ramgopal* [*Ramgopal v. State of M.P.*, (2022) 14 SCC 531 : 2021 SCC OnLine SC 834] and reiterate that the powers of this Court under Article 142 can be invoked to quash a criminal proceeding on the basis of a voluntary compromise between the complainant-victim and the accused.

13. *We, however, put a further caveat that the powers under Article 142 or under Section 482CrPC, are exercisable in post-conviction matters only where an appeal is pending before one or the other judicial forum. This is on the premise that an order of conviction does not attain finality till the accused has exhausted his/her legal remedies and the finality is sub judice before an appellate court. The pendency of legal proceedings, be that may before the final Court, is sine qua non to involve the superior court's plenary powers to do complete justice. Conversely, where a*



settlement has ensued post the attainment of all legal remedies, the annulment of proceedings on the basis of a compromise would be impermissible. Such an embargo is necessitated to prevent the accused from gaining an indefinite leverage, for such a settlement/compromise will always be loaded with lurking suspicion about its bona fide. We have already clarified that the purpose of these extraordinary powers is not to incentivise any hollow-hearted agreements between the accused and the victim but to do complete justice by effecting genuine settlement(s).

16. In respect of the second question, which finds reference in Para-14 and its answer is as follows:

“14. With respect to the second question before us, it must be noted that even though the powers of this Court under Article 142 are wide and far-reaching, the same cannot be exercised in a vacuum. True it is that ordinary statutes or any restrictions contained therein, cannot be constructed as a limitation on the Court's power to do “complete justice”. However, this is not to say that this Court can altogether ignore the statutory provisions or other express prohibitions in law. In fact, the Court is obligated to take note of the relevant laws and will have to regulate the use of its power and discretion accordingly.

15. The Constitution Bench decision in *Supreme Court Bar Assn. v. Union of India* [*Supreme Court Bar Assn. v. Union of India*, (1998) 4 SCC 409, para 48] has eloquently clarified this point as follows : (SCC p. 432, para 48)

*“48. The Supreme Court in exercise of its jurisdiction under Article 142 has the power to make such order as is necessary for doing complete justice “between the parties in any cause or matter pending before it”. The very nature of the power must lead the Court to set limits for itself within which to exercise those powers and ordinarily it cannot disregard a statutory provision governing a subject, except perhaps to balance the equities between the conflicting claims of the litigating parties by “ironing out the creases” in a cause or matter before it. Indeed this Court is not a court of restricted jurisdiction of only dispute-settling. It is well recognised and established that this Court has always been a law-maker and its role travels beyond merely dispute-settling. It is a “problem-solver in the nebulous areas” (see *K. Veeraswami v. Union of**



*India [K. Veeraswami v. Union of India, (1991) 3 SCC 655 : 1991 SCC (Cri) 734]) but the substantive statutory provisions dealing with the subject-matter of a given case cannot be altogether ignored by this Court, while making an order under Article 142. Indeed, these constitutional powers cannot, in any way, be *controlled* by any statutory provisions but at the same time these powers are not meant to be exercised when their exercise *may come directly in conflict* with what has been expressly provided for in a statute dealing expressly with the subject.”*

(emphasis in original)

16. Ordinarily, when dealing with offences arising out of special statutes such as the SC/ST Act, the Court will be extremely circumspect in its approach. The SC/ST Act has been specifically enacted to deter acts of indignity, humiliation and harassment against members of Scheduled Castes and Scheduled Tribes. The Act is also a recognition of the depressing reality that despite undertaking several measures, the Scheduled Castes/Scheduled Tribes continue to be subjected to various atrocities at the hands of upper castes. The courts have to be mindful of the fact that the Act has been enacted keeping in view the express constitutional safeguards enumerated in Articles 15, 17 and 21 of the Constitution, with a twin-fold objective of protecting the members of these vulnerable communities as well as to provide relief and rehabilitation to the victims of caste-based atrocities.”

17. It is well settled that the jurisdiction of the Court under Section 320 Cr.P.C. cannot be considered as proposition against the invocation of inherent powers vested with the Apex Court under Article 142 of the Constitution nor the power of High Court under Section 482 Cr.P.C. The Apex Court dealing with the said question in **Ramgopal (supra)** in Paragraph No.19 held that power conferred under Section 482 Cr.P.C. to quash the criminal proceeding for non compoundable offences under Section 320 Cr.P.C. can be exercised having overwhelming and predominantly the civil character,



particularly those arising out of commercial transaction or matrimonial relationship or family dispute and when the parties have resolved the entire dispute among themselves. However, a caution has been given that such power is required to be exercised only when the very objective of the Act would not be overwhelmed if the proceeding is quashed.

18. In the present case, the petitioner has been convicted under Section 498A of the Indian Penal Code which is as follows:

“498A. Husband or relative of husband of a woman subjecting her to cruelty.—

Whoever, being the husband or the relative of the husband of a woman, subjects such woman to cruelty shall be punished with imprisonment for a term which may extend to three years and shall also be liable to fine.

Explanation.— For the purpose of this section, “cruelty” means—

(a) any wilful conduct which is of such a nature as is likely to drive the woman to commit suicide or to cause grave injury or danger to life, limb or health (whether mental or physical) of the woman; or

(b) harassment of the woman where such harassment is with a view to coercing her or any person related to her to meet any unlawful demand for any property or valuable security or is on account of failure by her or any person related to her to meet such demand.”

19. This Court having been informed that the complainant/victim has entered into compromise on his/her free will and not on account of any duress, don't find any hint of compulsion or force not to give effect to the compromise, so entered between the parties who are husband and wife. The parties have invoked the jurisdiction of this Court under Section



482 Cr.P.C. post conviction and during the pendency of the appeal.

20. The opposite party no.2 is represented by her counsel who has admitted that the compromise has been entered into between the parties and order and decree in this regard has been passed in Miscellaneous Appeal No. 1197 of 2016.

21. The Apex Court in the case of **Arvind Barsaul (Dr.) and others Vs. State of Madhya Pradesh and Anr., reported in (2008) 5 SCC 794** after analyzing the offence under Section 498A of the Indian Penal Code and the compromise petition which was filed before the 2nd Additional District and Sessions Judge, Gwalior in Appeal which was rejected on the ground that the offence under Section 498A IPC is not liable for compromise, finally concluded in Paragraph No.10 as under:

“10. We have heard learned counsel for the parties at length. The parties have compromised and the complainant Smt Sadhna Madnawat categorically submitted that she does not want to prosecute the appellants. Even otherwise also, in the peculiar facts and circumstances of the case and in the interest of justice, in our opinion, continuation of criminal proceedings would be an abuse of the process of law. We, in exercise of our power under Article 142 of the Constitution, deem it proper to quash the criminal proceedings pending against the appellants emanating from the FIR lodged under Section 498-A IPC. The appeal is accordingly disposed of.”

22. Relying on the judgment passed in **Ramgopal (supra)**, recently the Apex Court in the case of **Naushey Ali & Ors. Vs. State of U.P., reported in (2025) 4 SCC 78** has set aside the order passed by the concerned High Court under



Section 482 Cr.P.C. considering that if parties have arrived to settle the dispute, there was no requirement of High Court to consider the antecedent and conduct of the accused or whether he was absconding. In the said judgment, the Apex Court has also relied on its earlier judgment in ***Gian Singh Vs. State of Punjab & Anr. reported in (2012) 10 SCC 303*** and ***State of M.P. Vs. Laxmi Narayan, reported in (2019) 5 SCC 688***, and after considering the special feature of the said case and taking the settlement on record and applying the law, found fit to quash the proceeding pending in the Court of the Additional Chief Judicial Magistrate, Muradabad.

23. Having considered the distinctive facts and circumstances of the case in hand in the context of the governing legal principles, and having perused the compromise petition filed between the parties, I find it appropriate to exercise my jurisdiction under Section 482 CrPC and quash the present criminal proceedings, to ensure complete justice is done to the parties who have compromised and in absence of any lurking suspicion about its bonafide, the entire criminal proceeding initiated against the petitioner with regard to Kurtha P.S. Case No. 41 of 2009 and the judgment dated 29.04.2015 passed in G.R. No. 495/09/TR No. 679/15 arising out of the aforesaid F.I.R is hereby quashed and set aside.



24. As I have already quashed the impugned judgment, learned Appellate Court is directed to drop the proceeding in light of the observations made hereinabove in this order.

25. The quashing application, accordingly, stands disposed of.

(Purnendu Singh, J)

mantreshwar/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	13.12.2025
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