

**IN THE HIGH COURT AT CALCUTTA
CRIMINAL REVISIONAL JURISDICTION
APPELLATE SIDE**

**PRESENT:
THE HON'BLE JUSTICE UDAY KUMAR**

CRR 3224 of 2025

**Sandeep Chanchlani and others
-Vs-
The State of West Bengal and another**

For the Petitioners : Ms. Kanchan Jaju
For the Opposite Party No.2 : Mr. Vanshika Lamba
Hearing concluded on : 19.09.2025
Judgment on : 31.10.2025

UDAY KUMAR, J.: –

1. The present Revisional Application, preferred by the petitioners (the husband and his parents), invokes the inherent jurisdiction of this Court under Section 528 of the Bharatiya Nagrarik Suraksha Sanhita, 2023 (hereinafter, 'BNSS'), praying for the quashing of the entire criminal proceedings arising out of Rabindranagar P.S. Case No. 166/2024. The said proceedings are founded upon a dispute fundamentally rooted in matrimonial discord, alleging commission of offenses primarily under Sections 498A, 325, 354B, 406, and 34 of the Indian Penal Code, 1860 read with Sections 3 and 4 of the Protection of Women from Domestic Violence Act, 2005. The matter currently lies pending before the Learned Additional Chief Judicial Magistrate, Alipore, South 24 Parganas.

- 2.** The substratum of this application rests upon the unambiguous assertion, confirmed by both sides, that the parties have arrived at a comprehensive and irrevocable settlement inter se. This accord is formally documented in a duly notarized Memorandum of Understanding (MOU) dated May 24, 2025. This critical document delineates the terms of a full and final settlement, mandating the mutual withdrawal of all pending legal proceedings. Specifically, Paragraph 2(a) of the MOU stipulates that the parties *"unconditionally and irrevocably withdraw all currently pending legal proceedings, including any and all FIR's, complaints, applications, or petitions filed by either party against the other before any police station, court, tribunal or legal authority, whatsoever."* It is on the strength of this conclusive settlement that the petitioners seek the cessation of the impugned criminal proceedings.
- 3.** Ms. Kanchan Jaju, the Learned Counsel appearing for the petitioners submitted that the primary colour and nature of the dispute being personal and private (a direct outcome of matrimonial discord), the comprehensive settlement effectively extinguishes the cause of action. To permit the continuation of the criminal proceedings, in this context, would constitute a patent abuse of the process of law and render the entire exercise a judicial futility.
- 4.** Crucially, this position was unequivocally affirmed by Mr. Vanshika Lamba, the Learned Counsel for the de facto Complainant. He placed on record his client's 'no objection' to the prayer for quashing, admitting the genuineness and voluntary nature of the settlement. The candid submission that all

claims, financial and otherwise, stand fully satisfied as per the terms of the MOU conclusively verifies the accord.

5. The singular issue that presents itself for determination is whether this Court can legitimately invoke its inherent power under Section 528 of BNSS. to quash proceedings involving offenses classified as non-compoundable, based on a genuine, admitted, and comprehensive settlement documented in an MOU, notwithstanding the absence of a formal joint compromise petition.
6. The jurisdiction of this Court to quash criminal proceedings is a substantive power, to be exercised to secure the ends of justice. The law on the amenability of matrimonial disputes to quashing based on settlement, even where non-compoundable offenses are involved, is trite and authoritatively settled by the Hon'ble Supreme Court.
7. The judicial philosophy guiding this exercise has consistently held that in disputes fundamentally arising out of family or matrimonial discord, a rigid, doctrinaire approach to statutory restrictions would "frustrate the very end of law and justice" (*B.S. Joshi & Ors. v. State of Haryana & Anr.* (2003) 4 SCC 675). This doctrine matured in *Gian Singh v. State of Punjab & Anr.* (2012) 10 SCC 303, which held that the inherent power of the High Court to quash is vastly superior and wider than the limited statutory power of compounding. The most controlling precedent, *Narinder Singh & Ors. v. State of Punjab & Anr.* (2014) 6 SCC 466, squarely supports the view that a genuine compromise is a valid ground for quashing the FIR, with the MOU serving as the conclusive basis for this jurisdiction.
8. Applying these established judicial metrics, this Court holds that the dispute, being rooted entirely in a broken matrimonial relationship, is overwhelmingly

private and personal. The mutual and admitted intent to put a quietus to all litigation is definitively expressed in the MOU and confirmed by the respective Counsel.

- 9.** The MOU, with its clear and unambiguous terms, serves as the sole and sufficient basis for this Court's intervention. The absence of a formal joint compromise petition is relegated to the status of a mere procedural technicality. The jurisprudence requires the Court to place precedence upon the substance and efficacy of the settlement over the procedural mechanism of its presentation. The admission of the settlement's terms by the Complainant's Counsel leaves no ambiguity regarding the finality of the compromise.
- 10.** To mandate the continuation of a trial in these attendant circumstances would be to unnecessarily burden the judicial system with a matter that has been substantively resolved and would amount to prolonging the misery of the parties. The paramount consideration is that the ends of justice will be better served by giving judicial imprimatur to the settlement reached by the parties. This is an eminently fit case for the exercise of the inherent power under Section 528 of BNSS to secure the ends of justice and prevent the abuse of the legal process.
- 11.** The Application, therefore, succeeds.
- 12.** The criminal proceedings in Rabindranagar P.S. Case No. 166/2024 and the subsequent criminal case (BGR No. 1933/2024), including all orders passed in connection therewith and presently pending before the Learned Additional Chief Judicial Magistrate, Alipore, South 24 Paraganas, are hereby quashed in toto.

13. The parties are directed to adhere strictly to the terms and conditions stipulated in the Memorandum of Understanding dated May 24, 2025, which shall form an integral part of this order.
14. The Revisional Application stands disposed of.
15. There is no order as to the cost.
16. Interim order/orders, if any, stands vacated.
17. The Trial Court Record (TCR), if any, shall be sent down to the Trial Court, at once.
18. Case diary, if any, be returned forthwith.
19. The Registry is directed to forward a copy of this order to the Court of the Learned Additional Chief Judicial Magistrate, Alipore, for necessary intimation and record.
20. All concerned parties shall be guided accordingly.
21. Urgent Photostat certified copy of this judgment, if applied for, be given to the parties, as expeditiously as possible, upon compliance with the necessary formalities in this regard.

(Uday Kumar, J.)