GAHC020004142026

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

Case No. : W.P.(Crl.)/17/2026

SHRI LALIT PRASAD
S/O SHRI TULSI PRASAD, ADDRESS - HOUSE NO. 35, RAM JANAKI THAKURBARI AREA, DIMAPUR, NAGALAND

VERSUS

SMTI. SUMAN DAS AND ANR
W/O LALIT PRASAD, PERMANENT ADDRESS - KALAIYA UPA MAHA NAGAR PALIKA - 4, PANNAWAG, DISTRICT - BARA, NEPAL. CORRESPONDING ADDRESS - C/O JALANDAR PRASAD, DRP FRUIT ARAT, HOUSE NO. 65, SOSINO MARKET, MURGI PATTI, DIMAPUR, - 797112 2:THE STATE OF NAGALAND
NAGALAN

Advocate for the Petitioner : ZAKATO CHISHI, BOTOHOLI,NILOTOLI SWU,NISUKA CHISHI,MUGHAKA

Advocate for the Respondent : HETOKA (R-1), MEDO VERO

B E F O R E
HON'BLE MRS. JUSTICE HELEN DAWNGLIANI
ORDER

26.10.2026

Heard the learned counsels.

1. This application is filed under Section 528 of the BNSS, 2023, for the quashing of FIR No. 003/2025 corresponding to Dimapur Women Police

Station Case No. 003/2025, under Sections 82(1)/85/351(2) of the BNS, 2023, read with Section 4 of the Dowry Prohibition Act, and all consequential criminal proceedings arising there from.

2. The brief facts of the case is that the petitioner and respondent No. 1 got married on 27.02.2023 at Kalaiya, Upa Maha Nagar Palika-4 Pannawag, District Bara, Nepal, following all customs and practices of the Hindu religion. However, not long after their marriage, irreconcilable differences arose, and they started living separately from 08.06.2023. As the parties could no longer live together as husband and wife, the petitioner filed a divorce case on 25.04.2024 before the Learned Principal Judge, Family Court, Dimapur, which was registered as Divorce Case No. 24 of 2024. The Learned Court requested the parties to attempt an amicable settlement, and since then, the parties have been attempting to settle their disputes amicably, keeping Divorce Case No. 24 of 2024 in abeyance.

2.1. While the divorce petition was still pending/abeyance, respondent No. 1 also filed a maintenance case against the petitioner, which was registered as Maintenance Case No. 8/2024 and was also pending before the same Family Court. During the pendency of Divorce Case No. 24/2024 and Maintenance Case No. 8/2024, respondent No. 1 lodged an FIR against the petitioner at the Women Police Station, Dimapur, on 05.02.2025, which was registered on

22.02.2025 under Sections 82(1)/85/351(2) of the BNS read with Section 4 of the Dowry Prohibition Act (corresponding to G.R. No. 87/2025).

2.2. Pursuant thereto, the petitioner moved for anticipatory bail before the Court of the Learned Principal Sessions Judge, Dimapur, which was rejected. Thereafter, the petitioner moved an anticipatory bail application before this Court, registered as Anticipatory Bail Application No. 6/2025, which was allowed vide Order dated 15.05.2025 by regularizing the interim pre-arrest bail granted to him on 01.04.2025, with a further direction for the petitioner to continue cooperating with the investigation and to appear before the Investigating Officer (IO) as and when summoned.

3. The parties continued their endeavor to settle their disputes amicably and arrived at a mutual agreement by executing an agreement on 10.06.2025 with the following terms:

i) "*That both the parties have agreed that they will no longer live together as husband and wife and shall legally and mutually be divorced without contest.*

ii) *That both the parties have agreed that the First Party shall pay an amount of Rs. 15,00000/- (Rupees fifteen lakhs) only to the Second Party as one time settlement amount in order to settle their marital dispute. This amount is intended to cover all aspects of financial settlement, encompassing all claims for past, present, and future maintenance, as well as permanent alimony.*

iii) That it is agreed upon between the parties that the First Party shall make the above-mentioned payment in 2 (two installments whereby; the 1st (first) installment shall be paid by the First Party on 10th June, 2025 and the 2nd (second) installment shall be paid on or before 20th December,2025.

iv) That in view of the present agreement, the Second party has agreed not to pursue with the criminal cases filed against the first party and shall withdraw the Criminal Complaint Case filed in Motihari, Bihar registered as Criminal complaint Private Sadar Case No. 78/2025 before the CJM Division after receiving the first instalment amount.

v) That the second party shall withdraw the criminal case pending against the First party and its family members, which is registered as G.R No. 87/2025 corresponding to Dimapur Women PS case No. 003/2025 in Dimapur and both the parties shall pursue to withdraw the said FIR.

vi) That it is agreed upon by both the parties that neither of the party shall institute any new cases before any court of law/forum/authority in relation to their marital dispute after the signing of the present agreement.

vii) That it is agreed upon by both the parties that in the process of withdrawal or quashing of any of the aforementioned cases, both the parties will respectively bear their own expenses for the litigation and other expenses necessary for the disposal of the aforementioned cases.

viii) That after signing of the present agreement by both the parties, neither party nor their representative/agent or any other person(s) shall revoke or terminate any or all conditions set out in the present agreement and any party doing so shall be legally liable to compensate the other party in all manners enforceable by law."

3.1. It was part of the agreement that respondent No. 1 would not pursue the criminal cases filed against the petitioner and would withdraw Criminal Complaint Case No. 78 of 2025 pending before the Learned Chief Judicial Magistrate, Motihari, Bihar, as well as the criminal case filed against the petitioner registered as G.R. No. 87 of 2025, corresponding to Women Police Station Case No. 003 of 2025.

3.2. In view of the aforesaid agreement dated 10.06.2025, Maintenance Case No. 8 of 2025, filed by respondent No. 1 against the petitioner before the Principal Judge, Family Court, East Champaran, Motihari, was allowed to be withdrawn on the application filed by respondent No. 1 vide order dated 16.12.2025. Furthermore, the criminal petition filed by respondent No. 1 against the petitioner before the Learned Court of SDJM, Motihari (East Champaran), registered as Criminal Case No. 78/2025, was also dismissed vide Order dated 16.01.2026.

3.3. The meeting of the petitioner and respondent No. 1 with their respective families on 01.04.2026 further resolved to settle all their

differences so that a mutual divorce could be pursued without contest. Accordingly, they entered into a compromise, pursuant to which a compromise deed dated 01.04.2026 was executed. Among other conditions, the parties agreed that respondent No. 1 would not pursue the FIR lodged before the Women P.S. bearing FIR No. 003/2025 under Sections 82(1)/85/351(2) of the BNS read with Section 4 of the Dowry Prohibition Act (registered as G.R. No. 87/2025), and both parties agreed to approach the Court for the quashing of the aforementioned FIR in pursuance of the aforesaid compromise deed.

4. Mr. Zakato Chishi, learned counsel for the petitioner, submitted that the compromise deed was executed voluntarily by both parties without any fraud or coercion. Since the parties have amicably settled their differences and disputes, which arose out of their marital relationship and are private to the persons in matrimony, and since the agreement dated 10.06.2025 and compromise deed dated 01.04.2026 are validly executed, genuine, and made voluntarily by competent parties, any pending criminal cases before any court or under investigation may be quashed. The learned counsel submitted that as the offences under Sections 82(1)/85/351(2) of the BNS and Section 4 of the Dowry Prohibition Act are non-compoundable offences, they have invoked the inherent jurisdiction of this Court for the quashing of the same. It is reiterated by the learned counsel that the dispute between the petitioner and

respondent No. 1 is purely matrimonial and personal in nature, and that allowing criminal proceedings to continue would defeat the very purpose of the settlement and unnecessarily prolong litigation between parties who have buried their differences. The learned counsel therefore prayed that this is an appropriate case for this Court to invoke its inherent jurisdiction.

5. Mr. Hetoka, learned counsel for respondent No. 1 did not deny the statements made in the petition (with particular reference to paragraphs 2, 3, 4 & 5) and offered no comments regarding the personal liberty of the petitioner. The answering respondent admitted entering into the agreement dated 10.06.2025 with the petitioner and confirmed having received the first installment of Rs. 7.5 lakhs as of the date of filing the affidavit, while the remaining Rs. 7.5 lakhs out of the settled amount of Rs. 15 lakhs as alimony is yet to be received. The said respondent raised no particular objections to the pleadings made in the writ petition.

6. Mr. E. Thiba Phom, learned Public Prosecutor appearing for the proforma/State Respondent, submitted that since the dispute is personal in nature, the State has no further comments to offer.

7. In the case at hand, from the submissions of the parties as well as the pleadings, it is undisputed that the petitioner and respondent No. 1 entered into matrimony but had to separate due to irreconcilable differences, leading

to subsequent litigations and criminal cases between them. The record clearly shows that all the registered disputes arose out of matrimony and the differences that cropped up between the parties as husband and wife. Therefore, this Court accepts the view that the disputes involved in the instant case are personal in nature.

8. In ***Gian Singh v. State of Punjab***, reported in ***(2012) 10 SCC 303***, the Supreme Court observed that the High Court may quash criminal proceedings involving non-compoundable offences where the dispute is predominantly private or civil in nature and the settlement serves the ends of justice.

9. In the present case, the admitted position is that the parties have voluntarily entered into an agreement stipulating that pending litigation and criminal cases should not be pursued. Because the offences under Sections 82(1)/85/351(2) of the BNS and Section 4 of the Dowry Prohibition Act are non-compoundable, the petitioner has approached this Court invoking its inherent jurisdiction to quash the criminal proceedings pending against him.

10. From the materials on record, there is no denial that all complaints arose due to matrimonial differences between the parties. Furthermore, there is no material to suggest that the petitioner has criminal antecedents, nor is there any indication that terminating the criminal cases arising out of this

matrimonial dispute would result in a travesty of justice or a public wrong. The dispute is strictly private in nature, confined to the two parties to the marriage, and does not involve the public at large.

11. Accordingly, considering the principles laid down in ***Gyan Singh (supra)*** and ***Narinder Singh & Ors. v. State of Punjab & Anr.***, reported in ***(2014) 6 SCC 466***, this Court is satisfied with the submissions made by the learned counsel for the petitioner and deems it fit to quash the FIR and all pending criminal cases against the petitioner on the ground of a voluntary mutual agreement between the parties.

12. Consequently, FIR No. 003/2025 corresponding to Women Police Station, Dimapur (filed on 05.02.2025 and registered on 22.02.2025 under Sections 82(1)/85/351(2) of the BNS read with Section 4 of the Dowry Prohibition Act, and registered as G.R. No. 87/2025) hereby stands quashed and set aside.

13. All pending consequential criminal proceedings arising there from shall also stand quashed.

JUDGE

Comparing Assistant