



2026:AHC:53530

HIGH COURT OF JUDICATURE AT ALLAHABAD

APPLICATION U/S 528 BNSS No. - 10411 of 2026

Akash Tejaswi And Another

.....Applicant(s)

Versus

State Of U.P. And 2 Others

.....Opposite
Party(s)

Counsel for Applicant(s)	:	Vinay Sharma
Counsel for Opposite Party(s)	:	G.A.

Court No. - 78

HON'BLE AVNISH SAXENA, J.

1. Shri Vinay Sharma, learned counsel for the accused applicants appeared and submits that the FIR of rape has been lodged by opposite party no. 3- victim. He submits that there was a live-in relationship between the two. Both pursuing the BBA course from the same university. There was an allegation of repeated rape on false promise of marriage. He further submits that presently the accused applicant and victim have buried their hatches and do not want to continue with the case. Hence, seeks interference of this Court to quash the charge sheet, summoning order and proceeding of Session Trial No. 498 of 2024 (State of U.P. Vs. Akash and others) arising out of Case Crime No. 304 of 2022, under Sections 376 (2)(n), 323, 506, 406, 342 and 120-B IPC, P.S.- Knowledge Park, District- Gautam Buddh Nagar, *inter alia* on the ground of compromise.

2. Learned A.G.A. for State submits no objection if the parties approach trial court to file compromise in the given circumstances.

3. Shri Chandra Bir Singh, learned counsel for respondent no. 3 appeared and hands up Vakalatnama and filed short counter affidavit disclosing therein that the parties have entered into compromise as there was live-in relationship between the two and presently they do not want to continue with the case.

4. On the point of rape on false promise of marriage, Hon'ble the Supreme

Court in the case of ***Shambhu Kharwar Vs. State of Uttar Pradesh and another*** reported in ***(2022 SCC OnLine SC 1032)*** has held that the crucial issue which is to be considered is whether the allegations indicate that the accused had given a promise to the victim to marry is false at the inception, on the basis of which the victim was induced to have sexual intercourse. In this case it is found that the relation between the victim and accused was continuing from before her marriage, during the subsistence of marriage and after her divorce and therefore held that the relation was consenting and not an offence. Later on, in the case of ***Prashant Vs. State of NCT of Delhi*** reported in ***(2025) 5 SCC 764***, Hon'ble the Supreme Court held that a mere breaking of a relationship between a consenting couple cannot result in initiation of criminal proceedings. What was a consensual relationship between the parties at the initial stages cannot be given a colour of criminality when the said relationship does not fructify into a marital relationship. Whereas, in the case of ***Rajnish Singh @ Soni Vs. State of U.P. and another*** reported in ***(2025) 4 SCC 197***, Hon'ble the Supreme Court considered long sexual relation of sixteen years during which they have resided as husband and wife is clear cut case of love affair and live-in relationship gone sour. In yet another case of ***Kunal Chatterjee Vs. The State of West Bengal and another*** decided by Hon'ble the Supreme Court on ***29.07.2025 (SLP (Cri) No. 7004 of 2025)***, has held that the allegation of rape being committed by the accused when victim was minor and continued for years together is a case of absolutely no evidence other than the allegation in FIR.

5. In the case of ***Madhukar and others Vs. State of Maharashtra and another*** reported in ***2025 SCC OnLine SC 1415*** (relevant paragraphs 5, 6 and 7) Hon'ble Supreme Court has considered the power of High Court under Section 482 Cr.P.C. (under Section 528 B.N.S.S.) for quashing criminal proceedings in terms of compromise. It is held that inherent power must be exercised in reference to the facts of each case. It is further observed that the offence under Section 376 IPC undoubtedly is of grave and heinous nature and ordinarily quashing of proceedings involving such offences on the ground of settlement between the parties is discouraged and should not be permitted lightly. With the same conviction, on the other hand, held that the power of Court under Section 482 Cr.P.C. is to

secure the ends of justice is not constrained and must be exercised with reference to the facts of each case. This observation has been made when the parties have resolved their disputes amicably and desirous of moving on in their life and the FIR is the result of same reactionary effect. In such circumstances, Hon'ble the Supreme Court has held that the continuation of the trial would not serve any meaningful purpose, on the contrary, it would only prolong the distress for all concerned, specially the complainant and burden the Court without the likelihood of a productive outcome.

6. Whether the parties (informant/victim and accused) have entered into compromise, can best be adjudicated by the trial court. As such, the parties may appear before the trial court and file the compromise entered into between the parties within **30 days**, which shall be verified by the trial court. The trial court shall place the original in its record.

7. No compromise shall be entertained by the trial court if the informant, victim and accused are not signatories and appear before the court for its verification. In case of exigency, the trial court shall apply its mind and pass appropriate order.

8. For a period of **two months**, the proceedings of the trial court shall be kept in abeyance, if the compromise is filed and verified within stipulated period, otherwise, the trial court shall continue with the trial.

9. All the parties, who files compromise and get it verified shall then file a joint application invoking inherent power of this Court to quash the criminal proceeding.

10. In view of above, the application under Section 528 BNSS/482 CrPC is accordingly disposed of.

(Avnish Saxena,J.)

March 17, 2026

Sharad/-